

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: **SEP 07 2016**

INTRODUCED BY: [Signature]

SECONDED BY: [Signature]

[Signature]
CITY CLERK

~~CITY OF HOBOKEN~~
RESOLUTION NO.: _____

**RESOLUTION AUTHORIZING CLOSED SESSION TO DISCUSS
MATTERS PURSUANT TO N.J.S.A. 10:4-12(B)(7) AND
ATTORNEY CLIENT PRIVILEGE WITH SPECIAL COUNSEL
FLORIO KENNY & RAVAL, LLP RELATING TO THE
SETTLEMENT OF THE PENDING WORKERS COMPENSATION
MATTERS KNOWN AS BH V. CITY OF HOBOKEN (CLAIM NO.:
W000358606) AND LK V. CITY OF HOBOKEN (CLAIM NO.:
001190004)**

WHEREAS, the City Council of the City of Hoboken is authorized to go into closed session for the reasons set forth in the Open Public Meetings Act, including without limitation N.J.S.A. 10:4-12(b)(7) and for matters falling within attorney client privilege (for legal guidance on matters relating to the settlement of litigation); and,

WHEREAS, the City seeks to settle the workers compensation matters known as BH v. City of Hoboken (Claim No.: W000358606) and LK v. City of Hoboken (Claim No.: 001190004); and,

WHEREAS, one of the reasons to go into closed session is to receive advice from legal counsel, which is subject to attorney client privilege; and,

WHEREAS, the City Council seeks to receive advice from Special Counsel Florio Kenny & Raval, LLP relative to the potential settlement of the above referenced matters in a closed session.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that it shall enter into closed session to discuss matters within attorney client privilege relative to the matters of BH v. City of Hoboken (Claim No.: W000358606) and LK v. City of Hoboken (Claim No.: 001190004); and,

BE IT FURTHER RESOLVED that when the need for confidentiality no longer exists the decisions made therein will be made available to the public.

Meeting Date: September 7, 2016

APPROVED AS TO FORM:

[Signature]
Brian J. Aloia, Esq.
Corporation Counsel

INTRODUCED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO.: _____**

**RESOLUTION AUTHORIZING CLOSED SESSION TO DISCUSS
MATTERS PURSUANT TO N.J.S.A. 10:4-12(B)(7) AND
ATTORNEY CLIENT PRIVILEGE WITH SPECIAL COUNSEL
WEINER LESNIAK, LLP RELATING TO THE SETTLEMENT OF
THE PENDING MATTER OF JM V. CITY OF HOBOKEN
(CLAIM NO. W881014494)**

WHEREAS, the City Council of the City of Hoboken is authorized to go into closed session for the reasons set forth in the Open Public Meetings Act, including without limitation N.J.S.A. 10:4-12(b)(7) and for matters falling within attorney client privilege (for legal guidance on matters relating to the settlement of litigation); and,

WHEREAS, the City seeks to settle the workers compensation matter known as JM V. City Of Hoboken (Claim No. W881014494); and,

WHEREAS, one of the reasons to go into closed session is to receive advice from legal counsel, which is subject to attorney client privilege; and,

WHEREAS, the City Council seeks to receive advice from Special Counsel Weiner Lesniak relative to the potential settlement of the above referenced matters in a closed session.

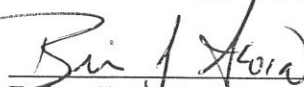
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that it shall enter into closed session to discuss matters within attorney client privilege relative to the matter of JM V. City Of Hoboken (Claim No. W881014494); and,

BE IT FURTHER RESOLVED that when the need for confidentiality no longer exists the decisions made therein will be made available to the public.

Meeting Date: September 7, 2016

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THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:**

APPROVED AS TO FORM:



Brian J. Aloia, Esq.
Corporation Counsel

SEP 07 2016



CITY CLERK

CC 3

INTRODUCED BY: 

SECONDED BY: 

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING CLOSED SESSION TO DISCUSS MATTERS PURSUANT TO N.J.S.A. 10:4-12(B)(7) AND THE ATTORNEY-CLIENT PRIVILEGE WITH JOSEPH MARAZITI, ESQ., AS WELL AS OTHER ATTORNEYS OF THE FIRM OF MARAZITI FALCON, LLP, TO DISCUSS PENDING LITIGATION BETWEEN THE CITY OF HOBOKEN, SHIPYARD ASSOCIATES, L.P. AND APPLIED MONROE LENDER, LLC REGARDING THE PROPOSED "MONARCH AT SHIPYARD" DEVELOPMENT AND THE PROPOSED REDEVELOPMENT OF 800-822 MONROE STREET

WHEREAS, the City Council of the City of Hoboken is authorized to go into closed session for the reasons set forth in the Open Public Meetings Act, including without limitation N.J.S.A. 10:4-12(b)(7) and for matters falling within the attorney-client privilege (for legal guidance on the above-referenced pending litigation); and,

WHEREAS, one of the reasons to go into closed session is to receive advice from legal counsel, Joseph Maraziti, Esq., as well as other attorneys of the firm of Maraziti Falcon, LLP, which is subject to the attorney-client privilege and which is offered regarding the above-referenced pending litigation.

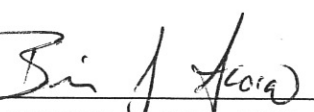
NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Hoboken that it enter into closed session for the herein said purposes; and


BE IT FURTHER RESOLVED that when the need for confidentiality no longer exists the discussion had therein will be made available to the public.

MEETING: September 7, 2016


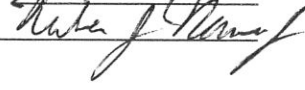
APPROVED AS TO FORM:

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:


BRIAN ALOIA, ESQ.
CORPORATION COUNSEL


SEP 07 2016

CITY CLERK

SPONSORED BY: 
 SECONDED BY: 

**CITY OF HOBOKEN
 RESOLUTION NO.:__**

**RESOLUTION AUTHORIZING EXECUTION OF RECOVERY
 AGREEMENT BETWEEN THE HOBOKEN HOUSING AUTHORITY,
 THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN
 DEVELOPMENT, AND THE CITY OF HOBOKEN**

WHEREAS, under the United States Housing Act of 1937, as amended, ("Act"), 42 U.S.C. § 1437 *et seq.*, the United States Department of Housing and Urban Development ("HUD") is responsible for administering low income housing programs, and pursuant to the Act, HUD has entered into an Annual Contributions Contract ("ACC") with the Hoboken Housing Authority (HHA) to develop and operate public housing projects of the HHA; and,

WHEREAS, pursuant to the Act, HUD must evaluate public housing performance and has instituted the Public Housing Assessment System ("PHAS"); and,

WHEREAS, on the basis of an annual PHAS score, the HHA has been designated Troubled or Substandard for financial, physical and/or management indicators, or other such deficiencies as HUD has identified; and,

WHEREAS, the Act requires HUD to enter into agreements that establish performance targets, set out strategies for meeting targets, provide for incentives and sanctions for effective implementation of the strategies leading to recovery of performance and attain an improved status of at least a Standard Performer; and,

WHEREAS, the recovery of performance is intended to lead to a sustainable sound fiscal management and good governance; and,

WHEREAS, a Recovery Agreement ("Agreement") has been prepared, which would allow HUD to correct any identified deficiencies, and which acknowledges that the City of Hoboken has no statutory oversight authority over the HHA or its Executive Director; and,

WHEREAS, the Agreement acknowledges that with the exception of selecting some Commissioners to fill vacancies, the City of Hoboken is not provided statutory or legal authority to monitor, control, govern or manage the operations of the Housing Authority, that the Housing Authority is an independent entity; and,

WHEREAS, pursuant to the Recovery Agreement, the City shall make reasonable efforts within its limited statutory authority to advocate to the HHA Commissioners and the Executive Director for full performance of HHA's responsibilities under the Recovery Agreement, but that said reasonable efforts shall be the City's sole obligation under the Agreement; and,

WHEREAS, pursuant to the Agreement, all other rights and obligations under the Agreement are the exclusive responsibility of the HHA and HUD, and therefore the City of Hoboken shall be indemnified, defended, and held harmless by the other parties hereto from any and all claims made against the City of Hoboken arising out of or in connection with the Agreement; and,

WHEREAS, the Governing Body has further determined that it is in the best interest of the City of Hoboken to execute the Recovery Agreement attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken as follows:

1. The City Council hereby authorizes the Mayor to execute the Recovery Agreement between the Hoboken Housing Authority and the United States Department of Housing and Urban Development and the City of Hoboken and Hoboken Housing Authority in the form attached hereto.
2. This Resolution shall take effect immediately.

Meeting date: September 7, 2016

Councilperson	Yea	Nay	Present	Absent
Ravi Bhalla	✓			
Peter Cunningham	✓			
Michael DeFusco	✓			
James Doyle	✓			
Tiffany Fisher	✓			
David Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo	✓			
Jen Giattino, Council President	✓			

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THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:**

SEP 07 2016

James J. Savino

CITY CLERK

APPROVED:

Quentin Wiest
QUENTIN WIEST
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

Brian Alota
BRIAN ALOTA, ESQ.
CORPORATION COUNSEL

Recovery Agreement between
Hoboken Housing Authority
And
the United States Department of Housing and Urban Development
And
City of Hoboken and Hoboken HA (HHA)

This Recovery Agreement is entered into between the Hoboken Housing Authority, the UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD") and the City of Hoboken as of this _____ day of _____, 2016.

RECITALS

WHEREAS, under the United States Housing Act of 1937, as amended, ("Act"), 42 U.S.C. § 1437 *et seq.*, the United States Department of Housing and Urban Development ("HUD") is responsible for administering low income housing programs, and pursuant to the Act, HUD has entered into an Annual Contributions Contract ("ACC") with the Hoboken Housing Authority (HHA) to develop and operate public housing projects of the HHA; and

WHEREAS, pursuant to the Act, HUD must evaluate public housing performance and has instituted the Public Housing Assessment System ("PHAS"); and

WHEREAS, on the basis of an annual PHAS score, the HHA has been designated Troubled or Substandard for financial, physical and/or management indicators, or other such deficiencies as HUD has identified; and

WHEREAS, the Act requires HUD to enter into agreements that establish performance targets, set out strategies for meeting targets, provide for incentives and sanctions for effective implementation of the strategies leading to recovery of performance and attain an improved status of at least a Standard Performer; and

WHEREAS, the recovery of performance is intended to lead to a sustainable sound fiscal management and good governance; and

WHEREAS, the parties desire to correct all HUD-identified deficiencies through the implementation of this Recovery Agreement, ("Agreement");

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, HUD, the HHA and the City of A Hoboken agree as follows:

- I. The HHA agrees to achieve the outcomes outlined in the Action Plan and incorporated into this Agreement as Exhibit A.
- II. The HHA and the City of Hoboken agree to work together to develop and implement a Sustainability Plan if necessary to achieve recovery. The City's responsibilities in this regard are limited those outlined in paragraph XXVI below.

- III. The Action Plan describes the results following HUD's review and assessments of PHA performance, the measures that need to be implemented to improve the performance and the desired outcomes to be achieved and establishes a timetable to achieve those outcomes. The Action Plan also identifies the available remedies to resolve HUD's determination of non-performance.
- IV. Upon execution of the Agreement, the HHA will commence with the required actions listed in the Plan within the timeframes set forth therein.
- V. The HHA will cure identified deficiencies within the timeframes established in the Action Plan.
- VI. Subject to section XII, regardless of possible changes in the HHA's Board composition, or the decision-making individuals for HUD or the City of Hoboken, the term of this Agreement is effective as of the execution date of this document and will continue until completion of the Action Plan in accordance with 6(j) (2) and (3) of the Act, and any agreed upon extensions. This Agreement will remain in effect until the HHA has completed all items listed in the Plan, even if HUD removes the HHA's troubled/substandard designation.
- VII. HUD, in its discretion, may provide technical assistance, including training or contract support, to the HHA to facilitate accomplishment of the items in the Action Plan. The HHA's compliance with the Action Plan, however, shall not be contingent on HUD's provision of any technical assistance or other discretionary assistance.
- VIII. The HHA shall provide HUD with written progress reports as identified in the Action Plan. The report shall detail the HHA's progress towards the completion of the items required by the Action Plan. The reports shall identify those items that have been completed and provide any necessary documentation to support this determination.
- IX. HUD will review the Action Plan progress reports submitted by the HHA and supporting documentation. HUD will confirm in writing to the HHA the items that HUD determines to have been successfully completed, those that require additional documentation and those that are past due.
- X. If the HHA disagrees with HUD's determination concerning the completion of any item, the HHA may request a reconsideration of the determination and submit additional information to support its position. HUD will provide the HHA with a written notice of its decision.
- XI. The failure of the HHA, its employees, officers, agents, or contractors to comply with this Agreement, including the failure to achieve the agreed upon outcomes or to take the actions or comply with the time frame set forth in the Action Plan, may result in HUD seeking any available remedies, including any of the following actions sequentially or simultaneously:

- a. Consolidation;
 - b. Consortia/Joint Venture;
 - c. Contraction of Operational Activities;
 - d. Cooperative Endeavor Agreement;
 - e. Debarment;
 - f. Deliver possession and control of project(s) to HUD;
 - g. Limited Denial of Participation;
 - h. Receivership; and/or
 - i. Suspension.
- XII. The parties by mutual written agreement may agree to extend the timeframes set forth in the Action Plan from time to time. In the event said timeframes are extended, HUD agrees that it will not take any of the actions against the HHA as set forth in this section of the Agreement for noncompliance with original timeframes.
- XIII. Communication related to the Recovery Agreement and Action Plan shall be provided to the Public Housing Director and the HUD Recovery Team leader, if applicable.
- XIV. HUD, the HHA and their employees, subcontractors, partners or assigns, and the City of Hoboken shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement to which their activities are subject.
- XV. Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable for any failure or delay in the performance of this Agreement that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, riots, civil commotion, force majeure, acts of God, or for any other cause of same character which is unavoidable through the exercise of due care and beyond the control of the parties, provided that said failure or delay in the performance of this Agreement attributed to any of the events described herein is acknowledged in writing by HUD. Upon the issuance of HUD's written acknowledgement, the failure to perform shall be deemed excused during the continuance of such circumstances as determined by HUD, but this Agreement shall otherwise remain in effect.
- XVI. In the event of any conflict between terms in this Agreement, including all exhibits, attachments and all other documents specifically incorporated by reference, and HUD's applicable Public Housing requirements including, but not limited to, the Act, HUD regulations there under (and, to the extent applicable, any HUD-approved waivers of regulatory requirements), the ACC, HUD notices, the HUD-approved Declaration of Trust or Declaration of Restrictive Covenants in favor of HUD, and all applicable Federal statutory, executive order and regulatory requirements, as those requirements may be amended from time to time, the applicable Public Housing requirements shall prevail. HUD reserves the right to resolve any conflict.

- XVII. Any modification or amendment of any condition or provision in this Agreement by either party will not imply or constitute a further modification or amendment of the same or any other condition or provision, nor shall it relieve the parties from performing any subsequent obligations strictly in accordance with the term of this Agreement. No modification or amendment shall be effective unless in writing and signed by the party against whom enforcement is sought. Such modification or amendment shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a modification or amendment of any other provision. No modification or amendment of this Agreement shall constitute a HUD-approved waiver of regulatory requirements.
- XVIII. Should any term or provision of this Agreement be held, to any extent invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- XIX. To the extent authorized by the Act and HUD regulations, HUD can unilaterally amend this Agreement as it relates to the duties and responsibilities of the HHA hereunder. However, with regard to the duties and responsibilities of the City, or with regard to desired changes not authorized by the Act and HUD regulations, this Agreement may only be amended by mutual agreement of the parties.
- XX. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. However, this Agreement does not supersede, modify or amend the ACC as further described in Paragraph XXII. The parties recognize that any representations, statements or negotiations made by the staff of either party does not suffice to legally bind either party in a contractual relationship unless they have been reduced to writing and signed by their authorized representative(s). This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
- XXI. This Agreement may be executed and delivered in separate counterparts, which, when so executed and delivered, shall be deemed an original.
- XXII. This Agreement does not supersede, modify or amend the ACC between HUD and the HHA, or in any way excuse the HHA from complying fully with its obligations under the ACC. HUD does not waive its statutory, regulatory or contractual rights. Nothing contained in this Agreement shall serve to limit, modify or preclude HUD's right to take any remedial action allowed by the ACC or any provision of the Act or related regulations. Nothing contained in this Agreement shall serve to limit, modify or preclude HUD or the HHA's right to take any remedial action allowed by the Agreement.

XXIII The parties agree that any cost associated with the implementation of this Agreement, the

Action Plan and the Sustainability Plan shall be their individual responsibility unless specifically agreed in writing between the parties.

XXIV. Pursuant to the provisions of the Local Housing Authorities Law of the State of New Jersey, and amendments thereto, the City of Hoboken established the "Housing Authority of the City of Hoboken" a body corporate and politic, by passing an ordinance approving §38-1 of the City of Hoboken Code (40A-12A-17 and City of Hoboken Code §38-1). There are seven members, known as "Commissioners," of the Housing Authority of the City of Hoboken, who serve a term of five years and until their respective successors have been appointed and qualified. Five Commissioners are appointed by the City Council, one Commissioner by the Mayor and one Commissioner by the New Jersey Commissioner of Community Affairs (N.J.S.A. 40A:12A-17 and City of Hoboken Code § 38-2). The parties hereto acknowledge that the City of Hoboken has no statutory oversight authority over the HHA or its Executive Director. With the exception of selecting some Commissioners to fill vacancies, the City of Hoboken is not provided statutory or legal authority to monitor, control, govern or manage the operations of the Housing Authority. The Housing Authority is an independent entity, given broad powers to exercise all those public and essential governmental functions necessary to perform its statutory functions (N.J.S.A. 40A:12-22). As a signatory of this Agreement, the City of Hoboken acknowledges its full support for the recovery agreement and the responsibilities of the HHA to comply therewith. The City shall make all reasonable efforts within its limited statutory authority to advocate to the HHA Commissioners and the Executive Director for full performance of the HHA's responsibilities under this Agreement. The foregoing represents the sole obligation of the City of Hoboken under this Agreement. All other rights and obligations under this Agreement are exclusively the responsibility of the HHA and HUD, and the City of Hoboken shall be indemnified, defended and held harmless by the other parties hereto from any and all claims made against the City of Hoboken arising out of or in connection with this Agreement.

SIGNATURE PAGE NEXT

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

UNITED STATES DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT

By: _____
Balu Thumar
Acting Public Housing Director
Newark Field Office

Hoboken Housing Authority ATTEST:
BY ITS BOARD OF COMMISSIONERS

By: _____
Ms. Dana Wefer Board Chairwoman
Hoboken Housing Authority

By: _____
Mr. Marc Recko,
Executive Director
Hoboken Housing Authority

By: _____
Dawn Zimmer
Mayor
City of Hoboken, New Jersey

Hoboken Housing Authority
PHARS Action Plan
Attachment A

Item Number	Results and Determinations from Assessment	Desired Outcomes	Statutory Measurement		Target Accomplishment Date	Actual Accomplishment Date	Remedies	Comments /Accomplishments
			Baseline Data and	Required PHAS Score				
Area: Governance								
G1	The Board needs a standardized information packet.	Clear Understanding of Key Indicators and Policies			October-16		Develop and publish a Standardized B.O.C. Monthly Report to include occupancy rate, vacancy turn around times, eviction statistics, PIC compliance rate, current organizational charts, and work order statistics.	
G2	Commissioners Training	Enhance Board knowledge of required Board Policy and Procedure			a. July-16 b thru d. September-2016/ Ongoing.All Board members complete LTW by August 2017.		a. Hold HUD Board training on 7/26/16 b. Each Board member engage in HUD's "Lead the Way" (LTW) video series. c. Hold one Commissioner training yearly. d. Attend available Commissioner trainings (PHADA/NAHRO).	
G3	Set clear performance objectives for ED based upon this Action Plan	A clear communication of and expectation between the Board and ED			a. October-16 b. December-16		a. Define ED performance objectives to include PHARS Milestones. b. Set performance objectives for the ED at the ED Annual Review.	
G4	Performance Evaluations for Staff to address poor performance	Current and regular employee reviews are performed.			August-2016 /ongoing		ED to complete initial staff performance evaluations and continue yearly before Beginning of Fiscal Year	
G5	Initiate an Asset Management staffing and organizational plan.	Bring HHA into compliance with the HUD required Asset Management model with Project Based Management.			a. Ongoing to May-17 b. May-17 c. July-17		a. Staff training and plan development b. Staffing chart, full plan to be submitted to HUD for review. c. Fully institute Project Based Management	
G6	The HHA is not incrementally improving its properties under an overall plan.	Produce a credible five year capital Improvement plan			a. August - 2017 b. August - 2017		b. July 2017 a. ED to obtain a PNA for HHA. b. ED to publish Capital Improvement Plan.	
Area: Physical								
P1	An overall Capital Needs Plan needs to be put into place.	Produce a Modernization plan that includes capital funds and outside funding opportunities.			a. August - 2017 b. August - 2017 c. May 2017/ongoing		a. ED to obtain a PNA for HHA. b. ED to publish Capital Improvement Plan for integration into FYE2018 5 year Action Plan. c. Strive to secure NJHFMA funding	
							a. Revise Organizational Chart	
P2	Maintenance Accountability	Maintenance needs to be well organized and held accountable for ongoing property conditions			a. August-16 b. August-16 c. October-16 d. Sptmbr-16/May-17 e. January-18 f. July-17		b. Hire a Director of Maintenance c. Institute work order spot checks d. Institute Preventative Maintenance e. Institute new computer generated Work Order System (See F6 in Financial below) f. Institute Project Based Management(see G5 above)	
			12	70+	g. November-17		g. Improved REAC Scores	
P3	Unit turnover is not efficient leading to a low Occupancy Rate	A 98% or above occupancy Rate.			a. August - 2016 b. December-2016 c. May - 2017		a. Initiate HHA Turnover Team Meetings b. Train staff on turnover methodology. c. Revise Tenant Selection/ACOP Policy	
			95%	98%				

Hoboken Housing Authority
PHARS Action Plan
Attachment A

P4	Comprehensive Modernization for All Sites	The non-elderly inventory be brought to acceptable standards.			a. March-2017 b. May-2017 c. June2017	a. ED to obtain a PNA for HHA. b. Perform a RAD feasibility study c. Submit RAD application if feasible	
P5	Review Energy Audit/EPC Options	Increase operating income and improve by use of energy savings techniques.			a. by October 2016 b. May-2017	a. Board evaluation of EPC Options c. Initiate EPC if feasible	
P6	HHA must increase its physical REAC Scores passing grade	Obtain a passing grade at all AMPS on the REAC inspection			a. September 2016 b. January 2017	a. Provide REAC Training to staff b. Institute maintenance changes and improvements referenced herein	
			12	70+	c. REAC Inspection 2017	c. Improve REAC Scores	
			70+	80+	c. REAC Inspection 2018	c. Pass REAC Inspections	

Hoboken Housing Authority
PHARS Action Plan
Attachment A

Item Number	Results and Determinations from Assessment	Desired Outcomes	Statutory Measurement		Target Accomplishment Date	Actual Accomplishment Date	Remedies	Comments /Accomplishments
			Baseline Data and	Required PHAS Score				
Area: Financial								
F1	Review Energy Audit/EPC Options	Increase operating income and improve by use of energy savings techniques.			a. August/November 2016 b. May-2017		a. Board evaluation of EPC Options c. Initiate EPC if feasible	
F2	Prohibition of Washers/Dryers in units	Reduce unit and infrastructure damage by prohibiting washers and Dryers in individual units not designed for them			a. October-16 b. November-16 c. January-17		a. Bring to Resident Services Committee b. Bring to full Board/Residents c. Implement Policy	
F3	Maintenance Staff Costs	Reduce operating costs, overhead, and future incumbrances through work outsourcing			a. April 2017 b. June 2017/Ongoing c. June 2018/Ongoing		a. Develop an outsourcing plan by identifying possible opportunity b. Outsource Maintenance Work when possible - ongoing c. Reduce maintenance staff through attrition as possible - ongoing	
F4	Improve the financial performance of the AMPs by appropriate transfer of funds between AMPs as appropriate	A healthy fund balance on all AMPs.			November 2016 and ongoing afterwards		Review and adjust as end of Fiscal Year Approaches	
F5	HHA must have an ongoing internal control procedure for Finance	Verifiable and trackable internal controls are put in place for the Finance Department.			a. December-2016		a. Commission Fee Accountant to produce internal control recommendations	
F6	The HHA software program is inadequate	Supply a software system that fully integrates functional areas of operation and streamlines operations.			a. September 2017 b. January 2018		a. Publish RFQ for software companies b. Begin software transition for Fiscal Operations	
F7	Improve Quick Ratio (Cash and Receivables over Liabilities)	Improve liquidity - the ability to cover current liabilities	7.2	12	Jul-18		a. Implement HUD mandated flat-rent to increase cash flow	
F8	Improve MENAR (Months Expendable Net Assets Ratio)	Increase number of months that Operating expenses can be paid using unrestricted resources	6.6	11	Jul-18		Increase Reserve Levels sufficient to cover several months Operating costs.	
F9	Improve DSCR (Debt Service Coverage Ratio)	Increase income from operations to meet annual principle and interest payments on long term debt.	1	2	Jul-18			

Hoboken Housing Authority
PHARS Action Plan
Attachment A

Item Number	Results and Determinations from Assessment	Desired Outcomes	Statutory Measurement		Target Accomplishment Date	Actual Accomplishment Date	Remedies	Comments /Accomplishments
			Baseline Data and	Required PHAS Score				
Area: Occupancy								
O1	HHA lacks a clear organizational structure and has not properly implemented Asset Management under HUD guidelines.	Create a clear organizational structure and implement Asset Management/Project Based Management.			a. September-2016 b. September-2016 c. September-2016 d. June-2017		a. Complete first stage reorganization b. Hire Management Director and fill vacant staff positions c. Appoint Manager for Harrison Gardens d. Institute asset management/project based management model	
O2	HHA needs standardized vacancy turnover reports, responsibilities, and procedures.	Accurate tracking of vacancy processes leading to a high occupancy rate			a. October-2016 b. Starting August- 2016 c. August-2017		a. Publish a monthly vacancy report to include unit turnover and Occupancy rate information for tracking. b. Hold bi-weekly Vacancy status Team Meeting with key staff. c. Revamp turnover procedure in light of Asset Management System.	
O3	HHA does not always hold maintenance personnel accountable for performance and quality of work.	An implemented system that adequately tracks maintenance performance and evaluates the property condition			a. September 2016 b. September 2016 c. October 2016 d. October 2016 e. December-2016/ongoing f. June 2017		a. Revise Organizational Chart b. Hire a Director of Maintenance c. Institute monthly work order report d. Institute work order spot checks e. Provide Management/Maintenance training to key staff e. Institute Asset Management	
O4	The HHA transfer policy is not evenly implemented				a. April 2017 b. June-2017		a.Revise transfer Policy as part of ACOP b. Implement the new transfer policy	
O5	HHA has an abundance of units utilized for purposes other than housing				February-17		Produce and review policies on use of dwelling units for other uses	
O6	HHA has not properly instituted HUD's Community Service Program	A fully functioning Community Service Program			April-17		Review Community Service guidelines with staff and institute new program	

Hoboken Housing Authority
PHARS Action Plan
Attachment A

Item Number	Results and Determinations from Assessment	Desired Outcomes	Statutory Measurement		Target Accomplishment Date	Actual Accomplishment Date	Remedies	Comments /Accomplishments
			Baseline Data and	Required PHAS Score				
Area: Housing Choice Voucher								
H1	Implement a HCV Leasing Plan	Fully implement all opportunities to			Oct-16		Publish a Leasing Plan	
		lease under the HCV Program						
H2	Field Office confirmation of SEMAP certification				March/April 2016		Field Office on site visit completed and ongoing quarterly Reporting	
H3	Rental Integrity Monitoring by HUD	Confirmation by HUD of HHA SEMAP information			March/April 2016		HUD Review Completed	
H4	Exception Rents review by HUD	Review by HUD of HHA exception Rents			March/April 2016		HUD review completed.	
H5	Tech Assistance on Exception Rents HUD	HUD provision of tech assistance on exception rents			March/April 2016		HUD tech assistance given	

WHEREAS, pursuant to the Agreement, all other rights and obligations under the Agreement are the exclusive responsibility of the HHA and HUD, and therefore the City of Hoboken shall be indemnified, defended, and held harmless by the other parties hereto from any and all claims made against the City of Hoboken arising out of or in connection with the Agreement; and,

WHEREAS, the Governing Body has further determined that it is in the best interest of the City of Hoboken to execute the Recovery Agreement attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken as follows:

1. The City Council hereby authorizes the Mayor to execute the Recovery Agreement between the Hoboken Housing Authority and the United States Department of Housing and Urban Development and the City of Hoboken and Hoboken Housing Authority in the form attached hereto.
2. This Resolution shall take effect immediately.

Meeting date: September 7, 2016

Councilperson	Yea	Nay	Abstain/ Present	Absent
Ravi Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	✓			
James Doyle	✓			
Tiffany Fisher	✓			
David Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo	✓			
Jen Giattino, Council President	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

SEP 07 2016

James J. Sarnin

CITY CLERK

APPROVED:

Quentin Wiest
QUENTIN WIEST
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

Brian Aloia
BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

Recovery Agreement between
Hoboken Housing Authority
And
the United States Department of Housing and Urban Development
And
City of Hoboken and Hoboken HA (HHA)

This Recovery Agreement is entered into between the Hoboken Housing Authority, the UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD") and the City of Hoboken as of this _____ day of _____, 2016.

RECITALS

WHEREAS, under the United States Housing Act of 1937, as amended, ("Act"), 42 U.S.C. § 1437 *et seq.*, the United States Department of Housing and Urban Development ("HUD") is responsible for administering low income housing programs, and pursuant to the Act, HUD has entered into an Annual Contributions Contract ("ACC") with the Hoboken Housing Authority (HHA) to develop and operate public housing projects of the HHA; and

WHEREAS, pursuant to the Act, HUD must evaluate public housing performance and has instituted the Public Housing Assessment System ("PHAS"); and

WHEREAS, on the basis of an annual PHAS score, the HHA has been designated Troubled or Substandard for financial, physical and/or management indicators, or other such deficiencies as HUD has identified; and

WHEREAS, the Act requires HUD to enter into agreements that establish performance targets, set out strategies for meeting targets, provide for incentives and sanctions for effective implementation of the strategies leading to recovery of performance and attain an improved status of at least a Standard Performer; and

WHEREAS, the recovery of performance is intended to lead to a sustainable sound fiscal management and good governance; and

WHEREAS, the parties desire to correct all HUD-identified deficiencies through the implementation of this Recovery Agreement, ("Agreement");

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, HUD, the HHA and the City of A Hoboken agree as follows:

- I. The HHA agrees to achieve the outcomes outlined in the Action Plan and incorporated into this Agreement as Exhibit A.
- II. The HHA and the City of Hoboken agree to work together to develop and implement a Sustainability Plan if necessary to achieve recovery. The City's responsibilities in this regard are limited those outlined in paragraph XXVI below.

- III. The Action Plan describes the results following HUD's review and assessments of PHA performance, the measures that need to be implemented to improve the performance and the desired outcomes to be achieved and establishes a timetable to achieve those outcomes. The Action Plan also identifies the available remedies to resolve HUD's determination of non-performance.
- IV. Upon execution of the Agreement, the HHA will commence with the required actions listed in the Plan within the timeframes set forth therein.
- V. The HHA will cure identified deficiencies within the timeframes established in the Action Plan.
- VI. Subject to section XII, regardless of possible changes in the HHA's Board composition, or the decision-making individuals for HUD or the City of Hoboken, the term of this Agreement is effective as of the execution date of this document and will continue until completion of the Action Plan in accordance with 6(j) (2) and (3) of the Act, and any agreed upon extensions. This Agreement will remain in effect until the HHA has completed all items listed in the Plan, even if HUD removes the HHA's troubled/substandard designation.
- VII. HUD, in its discretion, may provide technical assistance, including training or contract support, to the HHA to facilitate accomplishment of the items in the Action Plan. The HHA's compliance with the Action Plan, however, shall not be contingent on HUD's provision of any technical assistance or other discretionary assistance.
- VIII. The HHA shall provide HUD with written progress reports as identified in the Action Plan. The report shall detail the HHA's progress towards the completion of the items required by the Action Plan. The reports shall identify those items that have been completed and provide any necessary documentation to support this determination.
- IX. HUD will review the Action Plan progress reports submitted by the HHA and supporting documentation. HUD will confirm in writing to the HHA the items that HUD determines to have been successfully completed, those that require additional documentation and those that are past due.
- X. If the HHA disagrees with HUD's determination concerning the completion of any item, the HHA may request a reconsideration of the determination and submit additional information to support its position. HUD will provide the HHA with a written notice of its decision.
- XI. The failure of the HHA, its employees, officers, agents, or contractors to comply with this Agreement, including the failure to achieve the agreed upon outcomes or to take the actions or comply with the time frame set forth in the Action Plan, may result in HUD seeking any available remedies, including any of the following actions sequentially or simultaneously:

- a. Consolidation;
 - b. Consortia/Joint Venture;
 - c. Contraction of Operational Activities;
 - d. Cooperative Endeavor Agreement;
 - e. Debarment;
 - f. Deliver possession and control of project(s) to HUD;
 - g. Limited Denial of Participation;
 - h. Receivership; and/or
 - i. Suspension.
- XII. The parties by mutual written agreement may agree to extend the timeframes set forth in the Action Plan from time to time. In the event said timeframes are extended, HUD agrees that it will not take any of the actions against the HHA as set forth in this section of the Agreement for noncompliance with original timeframes.
- XIII. Communication related to the Recovery Agreement and Action Plan shall be provided to the Public Housing Director and the HUD Recovery Team leader, if applicable.
- XIV. HUD, the HHA and their employees, subcontractors, partners or assigns, and the City of Hoboken shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement to which their activities are subject.
- XV. Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable for any failure or delay in the performance of this Agreement that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, riots, civil commotion, force majeure, acts of God, or for any other cause of same character which is unavoidable through the exercise of due care and beyond the control of the parties, provided that said failure or delay in the performance of this Agreement attributed to any of the events described herein is acknowledged in writing by HUD. Upon the issuance of HUD's written acknowledgement, the failure to perform shall be deemed excused during the continuance of such circumstances as determined by HUD, but this Agreement shall otherwise remain in effect.
- XVI. In the event of any conflict between terms in this Agreement, including all exhibits, attachments and all other documents specifically incorporated by reference, and HUD's applicable Public Housing requirements including, but not limited to, the Act, HUD regulations there under (and, to the extent applicable, any HUD-approved waivers of regulatory requirements), the ACC, HUD notices, the HUD-approved Declaration of Trust or Declaration of Restrictive Covenants in favor of HUD, and all applicable Federal statutory, executive order and regulatory requirements, as those requirements may be amended from time to time, the applicable Public Housing requirements shall prevail. HUD reserves the right to resolve any conflict.

- XVII. Any modification or amendment of any condition or provision in this Agreement by either party will not imply or constitute a further modification or amendment of the same or any other condition or provision, nor shall it relieve the parties from performing any subsequent obligations strictly in accordance with the term of this Agreement. No modification or amendment shall be effective unless in writing and signed by the party against whom enforcement is sought. Such modification or amendment shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a modification or amendment of any other provision. No modification or amendment of this Agreement shall constitute a HUD-approved waiver of regulatory requirements.
- XVIII. Should any term or provision of this Agreement be held, to any extent invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- XIX. To the extent authorized by the Act and HUD regulations, HUD can unilaterally amend this Agreement as it relates to the duties and responsibilities of the HHA hereunder. However, with regard to the duties and responsibilities of the City, or with regard to desired changes not authorized by the Act and HUD regulations, this Agreement may only be amended by mutual agreement of the parties.
- XX. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. However, this Agreement does not supersede, modify or amend the ACC as further described in Paragraph XXII. The parties recognize that any representations, statements or negotiations made by the staff of either party does not suffice to legally bind either party in a contractual relationship unless they have been reduced to writing and signed by their authorized representative(s). This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
- XXI. This Agreement may be executed and delivered in separate counterparts, which, when so executed and delivered, shall be deemed an original.
- XXII. This Agreement does not supersede, modify or amend the ACC between HUD and the HHA, or in any way excuse the HHA from complying fully with its obligations under the ACC. HUD does not waive its statutory, regulatory or contractual rights. Nothing contained in this Agreement shall serve to limit, modify or preclude HUD's right to take any remedial action allowed by the ACC or any provision of the Act or related regulations. Nothing contained in this Agreement shall serve to limit, modify or preclude HUD or the HHA's right to take any remedial action allowed by the Agreement.

XXIII The parties agree that any cost associated with the implementation of this Agreement, the

Action Plan and the Sustainability Plan shall be their individual responsibility unless specifically agreed in writing between the parties.

XXIV. Pursuant to the provisions of the Local Housing Authorities Law of the State of New Jersey, and amendments thereto, the City of Hoboken established the "Housing Authority of the City of Hoboken" a body corporate and politic, by passing an ordinance approving §38-1 of the City of Hoboken Code (40A-12A-17 and City of Hoboken Code §38-1). There are seven members, known as "Commissioners," of the Housing Authority of the City of Hoboken, who serve a term of five years and until their respective successors have been appointed and qualified. Five Commissioners are appointed by the City Council, one Commissioner by the Mayor and one Commissioner by the New Jersey Commissioner of Community Affairs (N.J.S.A. 40A:12A-17 and City of Hoboken Code § 38-2). The parties hereto acknowledge that the City of Hoboken has no statutory oversight authority over the HHA or its Executive Director. With the exception of selecting some Commissioners to fill vacancies, the City of Hoboken is not provided statutory or legal authority to monitor, control, govern or manage the operations of the Housing Authority. The Housing Authority is an independent entity, given broad powers to exercise all those public and essential governmental functions necessary to perform its statutory functions (N.J.S.A. 40A:12-22). As a signatory of this Agreement, the City of Hoboken acknowledges its full support for the recovery agreement and the responsibilities of the HHA to comply therewith. The City shall make all reasonable efforts within its limited statutory authority to advocate to the HHA Commissioners and the Executive Director for full performance of the HHA's responsibilities under this Agreement. The foregoing represents the sole obligation of the City of Hoboken under this Agreement. All other rights and obligations under this Agreement are exclusively the responsibility of the HHA and HUD, and the City of Hoboken shall be indemnified, defended and held harmless by the other parties hereto from any and all claims made against the City of Hoboken arising out of or in connection with this Agreement.

SIGNATURE PAGE NEXT

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

UNITED STATES DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT

By: _____
Balu Thumar
Acting Public Housing Director
Newark Field Office

Hoboken Housing Authority ATTEST:
BY ITS BOARD OF COMMISSIONERS

By: _____
Ms. Dana Wefer Board Chairwoman
Hoboken Housing Authority

By: _____
Mr. Marc Recko,
Executive Director
Hoboken Housing Authority

By: _____
Dawn Zimmer
Mayor
City of Hoboken, New Jersey

Hoboken Housing Authority
PHARS Action Plan
Attachment A

Item Number	Results and Determinations from Assessment	Desired Outcomes	Statutory Measurement		Target Accomplishment Date	Actual Accomplishment Date	Remedies	Comments /Accomplishments
			Baseline Data and	Required PHAS Score				
Area: Governance								
G1	The Board needs a standardized information packet.	Clear Understanding of Key Indicators and Policies			October-16		Develop and publish a Standardized B.O.C. Monthly Report to include occupancy rate, vacancy turn around times, eviction statistics, PIC compliance rate, current organizational charts, and work order statistics.	
G2	Commissioners Training	Enhance Board knowledge of required Board Policy and Procedure			a. July-16 b thru d. September-2016/ Ongoing.All Board members complete LTW by August 2017.		a. Hold HUD Board training on 7/26/16 b. Each Board member engage in HUD's "Lead the Way" (LTW) video series. c. Hold one Commissioner training yearly. d. Attend available Commissioner trainings (PHADA/NAHRO).	
G3	Set clear performance objectives for	A clear communication of and expectation between the Board and ED			a. October-16		a. Define ED performance objectives to include PHARS Milestones.	
	ED based upon this Action Plan				b. December-16		b. Set performance objectives for the ED at the ED Annual Review.	
G4	Performance Evaluations for Staff to address poor performance	Current and regular employee reviews are performed.			August-2016 /ongoing		ED to complete initial staff performance evaluations and continue yearly before Beginning of Fiscal Year	
G5	Initiate an Asset Management staffing and organizational plan.	Bring HHA into compliance with the HUD required Asset Management model with Project Based Management.			a. Ongoing to May-17 b. May-17 c. July-17		a. Staff training and plan development b. Staffing chart, full plan to be submitted to HUD for review. c. Fully Institute Project Based Management	
							b. July 2017	
G6	The HHA is not incrementally improving its properties under an overall plan.	Produce a credible five year capital improvement plan			a. August - 2017 b. August - 2017		a. ED to obtain a PNA for HHA. b. ED to publish Capital Improvement Plan.	
Area: Physical								
P1	An overall Capital Needs Plan needs to be put into place.	Produce a Modernization plan that includes capital funds and outside funding opportunities.			a. August - 2017 b. August - 2017		a. ED to obtain a PNA for HHA. b. ED to publish Capital Improvement Plan for integration into FYE2018 5 year Action Plan.	
					c. May 2017/ongoing		c. Strive to secure NJHFMA funding	
P2	Maintenance Accountability	Maintenance needs to be well organized and held accountable for ongoing property conditions			a. August-16 b. August-16 c. October-16 d. Sptmbr-16/May-17 e. January-18 f. July-17		a. Revise Organizational Chart b. Hire a Director of Maintenance c. Institute work order spot checks d. Institute Preventative Maintenance e. Institute new computer generated Work Order System (See F6 in Financial below) f. Institute Project Based Management(see G5 above)	
			12	70+	g. November-17		g. Improved REAC Scores	
P3	Unit turnover is not efficient leading to a low Occupancy Rate	A 98% or above occupancy Rate.			a. August - 2016 b. December-2016 c. May - 2017		a. Initiate HHA Turnover Team Meetings b. Train staff on turnover methodology. c. Revise Tenant Selection/ACOP Policy	
			95%	98%				

Hoboken Housing Authority
PHARS Action Plan
Attachment A

P4	Comprehensive Modernization for All Sites	The non-elderly inventory be brought to acceptable standards.			a. March-2017 b. May-2017 c. June-2017	a. ED to obtain a PNA for HHA. b. Perform a RAD feasibility study c. Submit RAD application if feasible	
P5	Review Energy Audit/EPC Options	Increase operating income and improve by use of energy savings techniques.			a. by October 2016 b. May-2017	a. Board evaluation of EPC Options c. Initiate EPC if feasible	
P6	HHA must increase its physical REAC Scores passing grade	Obtain a passing grade at all AMPS on the REAC inspection			a. September 2016 b. January 2017	a. Provide REAC Training to staff b. Institute maintenance changes and improvements referenced herein	
			12	70+	c. REAC Inspection 2017	c. Improve REAC Scores	
			70+	80+	c. REAC Inspection 2018	c. Pass REAC Inspections	

Hoboken Housing Authority
PHARS Action Plan
Attachment A

Item Number	Results and Determinations from Assessment	Desired Outcomes	Statutory Measurement		Target Accomplishment Date	Actual Accomplishment Date	Remedies	Comments /Accomplishments
			Baseline Date and	Required PHAS Score				
Area: Financial								
F1	Review Energy Audit/EPC Options	Increase operating income and improve by use of energy savings techniques.			a. August/November 2016 b. May-2017		a. Board evaluation of EPC Options c. Initiate EPC if feasible	
F2	Prohibition of Washers/Dryers in units	Reduce unit and infrastructure damage by prohibiting washers and Dryers in individual units not designed for them			a. October-16 b. November-16 c. January-17		a. Bring to Resident Services Committee b. Bring to full Board/Residents c. Implement Policy	
F3	Maintenance Staff Costs	Reduce operating costs, overhead, and future incumbrances through work outsourcing			a. April 2017 b. June 2017/Ongoing c. June 2018/Ongoing		a. Develop an outsourcing plan by identifying possible opportunity b. Outsource Maintenance Work when possible - ongoing c. Reduce maintenance staff through attrition as possible - ongoing	
F4	Improve the financial performance of the AMPs by appropriate transfer of funds between AMPs as appropriate	A healthy fund balance on all AMPs.			November 2016 and ongoing afterwards		Review and adjust as end of Fiscal Year Approaches	
F5	HHA must have an ongoing internal control procedure for Finance	Verifiable and trackable internal controls are put in place for the Finance Department.			a. December-2016		a. Commission Fee Accountant to produce internal control recommendations	
F6	The HHA software program is inadequate	Supply a software system that fully integrates functional areas of operation and streamlines operations.			a. September 2017 b. January 2018		a. Publish RFQ for software companies b. Begin software transition for Fiscal Operations	
F7	Improve Quick Ratio (Cash and Receivables over Liabilities)	Improve liquidity - the ability to cover current liabilities	7.2	12	Jul-18		a. Implement HUD mandated flat-rent to increase cash flow	
F8	Improve MENAR (Months Expendable Net Assets Ratio)	Increase number of months that Operating expenses can be paid using unrestricted resources	6.6	11	Jul-18		Increase Reserve Levels sufficient to cover several months Operating costs.	
F9	Improve DSCR (Debt Service Coverage Ratio)	Increase income from operations to meet annual principle and interest payments on long term debt.	1	2	Jul-18			

Hoboken Housing Authority
PHARS Action Plan
Attachment A

Item Number	Results and Determinations from Assessment	Desired Outcomes	Statutory Measurement		Target Accomplishment Date	Actual Accomplishment Date	Remedies	Comments /Accomplishments
			Baseline Data and	Required PHAS Score				
Area: Occupancy								
O1	HHA lacks a clear organizational structure and has not properly implemented Asset Management under HUD guidelines.	Create a clear organizational structure and implement Asset Management/Project Based Management.			a. September-2016 b. September-2016 c. September-2016 d. June-2017		a. Complete first stage reorganization b. Hire Management Director and fill vacant staff positions c. Appoint Manager for Harrison Gardens d. Institute asset management/project based management model	
O2	HHA needs standardized vacancy turnover reports, responsibilities, and procedures.	Accurate tracking of vacancy processes leading to a high occupancy rate			a. October-2016 b. Starting August- 2016 c. August-2017		a. Publish a monthly vacancy report to include unit turnover and Occupancy rate information for tracking. b. Hold bi-weekly Vacancy status Team Meeting with key staff. c. Revamp turnover procedure in light of Asset Management System.	
O3	HHA does not always hold maintenance personnel accountable for performance and quality of work.	An implemented system that adequately tracks maintenance performance and evaluates the property condition			a. September 2016 b. September 2016 c. October 2016 d. October 2016 e. December-2016/ongoing f. June 2017		a. Revise Organizational Chart b. Hire a Director of Maintenance c. Institute monthly work order report d. Institute work order spot checks e. Provide Management/Maintenance training to key staff e. Institute Asset Management	
O4	The HHA transfer policy is not evenly implemented				a. April 2017 b. June-2017		a.Revise transfer Policy as part of ACOP b. Implement the new transfer policy	
O5	HHA has an abundance of units utilized for purposes other than housing				February-17		Produce and review policies on use of dwelling units for other uses	
O6	HHA has not properly instituted HUD's Community Service Program	A fully functioning Community Service Program			April-17		Review Community Service guidelines with staff and institute new program	

Hoboken Housing Authority
PHARS Action Plan
Attachment A

Item Number	Results and Determinations from Assessment	Desired Outcomes	Statutory Measurement		Target Accomplishment Date	Actual Accomplishment Date	Remedies	Comments /Accomplishments
			Baseline Data and	Required PHAS Score				
Area: Housing Choice Voucher								
H1	Implement a HCV Leasing Plan	Fully implement all opportunities to			Oct-16		Publish a Leasing Plan	
		lease under the HCV Program						
H2	Field Office confirmation of SEMAP certification				March/April 2016		Field Office on site visit completed	
							and ongoing quarterly Reporting	
H3	Rental Integrity Monitoring by HUD	Confirmation by HUD of HHA SEMAP			March/April 2016		HUD Review Completed	
		information						
H4	Exception Rents review by HUD	Review by HUD of HHA exception Rents			March/April 2016		HUD review completed.	
H5	Tech Assistance on Exception Rents HUD	HUD provision of tech assistance on			March/April 2016		HUD tech assistance given	
		exception rents						

INTRODUCED BY: *Nabeel Khan*
SECONDED BY: *[Signature]*

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION APPROVING ENTERING INTO A CONTRACT WITH
PSE&G FOR THE PURCHASE AND INSTALLATION OF 26 STREET
LAMPS IN AND AROUND SOUTHWEST PARK**

WHEREAS, the City of Hoboken participates in the "Dawn to Dusk" program whereby PSE&G maintains streetlamps on behalf of the City; and,

WHEREAS, the City of Hoboken wishes to install 26 new streetlamps in and around Southwest Park (Block 12) for the health, safety and welfare of park visitors and residents alike; and,

WHEREAS, Starr Whitehouse issued the attached Site Lighting Plan on February 1, 2016, for the area; and,

WHEREAS, the City of Hoboken solicited the attached cost proposal from PSE&G to install said lights; and,

WHEREAS, N.J.S.A. 40A:11-5(1)(f), creates an exception to the public bidding requirement for the supplying of any product or the rendering of any service by a public utility, which is subject to the jurisdiction of the Board of Public Utilities or the Federal Energy Regulatory Commission or its successor; and,

WHEREAS, PSE&G is a utility company regulated by the New Jersey Board of Public Utilities and thus subject to the public bidding exemption under N.J.S.A. 40A:11-5(1)(f).

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that a contract with Hudson County is hereby awarded for an amount not to exceed Eighty Seven Thousand Dollars Eight Hundred and Sixty Nine Dollars and Eighty Nine Cents (\$87,869.89) for the purchase and installation of 26 street lamps in accordance with the proposal submitted by PSE&G.

Meeting date: September 7, 2016

APPROVED:

Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Brian Aloia
Brian Aloia, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
---------------	-----	-----	-----------------	--------

Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION APPROVING ENTERING INTO A CONTRACT WITH PSE&G FOR THE PURCHASE AND INSTALLATION OF 26 STREET LAMPS IN AND AROUND SOUTHWEST PARK

AMOUNT TO BE CERTIFIED:

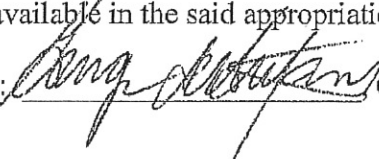
\$87,869.89

ACCOUNT NUMBER TO CERTIFY FROM:

T-26-56-850-851

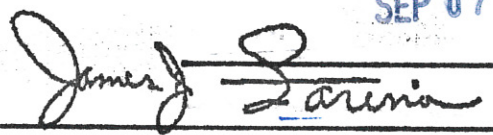
CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$87,869.89 is available in the following appropriation: T-26-56-850-851; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:  George DeStefano, CFO

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

SEP 07 2016


CITY CLERK

September 7, 2016
09:42 AM

CITY OF HOBOKEN
Budget Entry Verification Listing

Page No: 1

Batch Id: GDS Batch Date: 09/07/16 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
T-26-56-850-851 Municipal Open Space Trust	Encumbrance	CFO CERT MEETING 09/07/2016 PSE & G	87,869.89	1

September 7, 2016
09:42 AM

CITY OF HOBOKEN
Budget Entry Verification Listing

Page No: 2

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	T-26	0.00	0.00	0.00	0.00	0.00	87,869.89
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	87,869.89

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	87,869.89
Total:	1	87,869.89

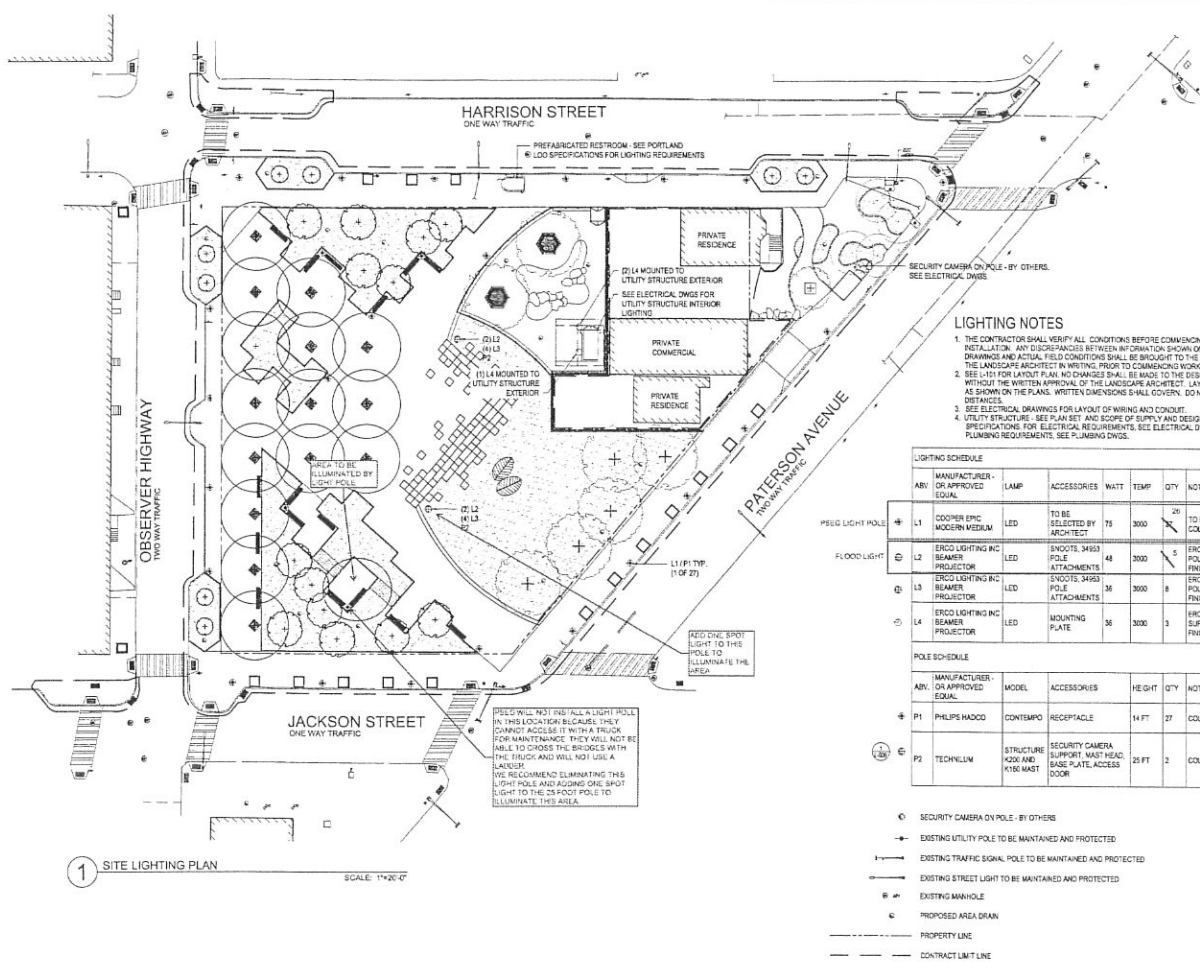
There are NO errors in this listing.

September 7, 2016
09:42 AM

CITY OF HOBOKEN
Budget Batch Update/Posting Report

Page No: 1

	Updated Entries	Updated Amount			
Reimbursements:	0	0.00			
Expenditures:	0	0.00			
Transfer In:	0	0.00			
Transfer Out:	0	0.00			
Cancel:	0	0.00			
Encumbrances:	1	87,869.89			
Batch: GDS	Updated Entries:	1	Updated Amount:	87,869.89	Ref Num: 4348



 **STARR WHITEHOUSE**
Landscape Architects
and Planners PLLC

60 Maiden Lane, Suite 1901
New York, New York 10038
T 212 467 2272
F 212 467 3275
www.starrwhitehouse.com



Estimated Cost Summary

Outdoor Lighting

Project Name: City of Hoboken - Block 12 Park

Contract Account # 6977013907

Customer Name City of Hoboken Parks Department

For Service at Address: Paterson Ave, Hoboken NJ

CostType	Product	Qty	Amount
Install	Pole	26	\$11.96
	Luminaire	26	\$651.82
Monthly Install Totals		52	\$663.78
Upfront	Cost of Construction	1	\$26,512.23
	Pole	26	\$48,528.74
	Foundation Credit	26	(\$9,390.68)
	Bracket	26	\$22,219.60
Upfront Totals		79	\$87,869.89

This is Not an Invoice



We make things work for you.

Public Service Electric and Gas Company - Request for Lighting Service

Project Name: City of Hoboken - Block 12 Park Project Status: Agreement Presented Date: 5/19/2016
 Customer Name: City of Hoboken Parks Department BP# 1000723158 Contract Account # 6977013907
 Service Address: Paterson Ave, Hoboken NJ Effective Date: 5/19/2016 Service Date: 9/9/2016
 Contact Name: Wendy Andringa Contract Term: 5 Years Distribution: UG
 Office Tel: (212) 487-3272 Cell Phone: EMail: wandringa@starrwhitehouse.com Fax:

STANDARD		SPECIAL		<input type="checkbox"/> OfficeRecord			Purchase Order #
Premise #	Installation #	Installation2 #	DWMS Customer #	DWMS LD #	DWMS E1 #	CIAC E1 #	
5002448441	4004066546	4004066547	6335223	500610676	999999999	500609956	

Rates and Costs Details

Product	Amt	RefVal	Rate	New Pole or	Free Pole	Pole Pre-paid	Second Available	Action Type	Sales Type	Order Type	Mthly Install Rate	Mthly Remove Rate	Upfrnt Rate	Access Product Qty	Access Product Code	Access Upfrnt Rate	Found Credit Qty	Found Credit Amt	ID
Bracket	26	EX050235LB	BPL_NC	New	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Install	New	Set Exist	0.00	0.00	854.60			0.00		0.00	2679
Lumina	26	EX050500BL	BPL	New	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Install	New	Set Exist	25.07		0.00			0.00		0.00	2512
Pole	26	EX044071LP	BPL_NC	New	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Install	New	Set Exist	0.46	0.00	1,866.49			0.00	26	361.18	2680

Rates and Costs Summary

Grand Total One Time Upfront Cost				One-Time Cost Totals	
\$87,869.89				Cost for Construction (CIAC)	\$26,512.23
				Foundation Credit Total	\$9,390.68
				Pole Upfront Cost Total	\$48,528.74
				Bracket Upfront Cost Total	\$22,219.60
				Accessory Upfront Cost Total	\$0.00
				Lumin Upfront Cost Total	\$0.00

Installs: Monthly Service Charge Totals		Removes: Monthly Service Charge Totals	
Luminaire Mth Svc Charge Total	\$651.82	Luminaire Mth Service Charge Total	\$0.00
Pole Mthly Service Charge Total	\$11.96	Pole Mthly Service Charge Total	\$0.00
Bracket Mthly Serv Chrg Total	\$0.00	Bracket Mthly Service Charge Total	\$0.00
Mthly Service Charge Totals	\$663.78	Mthly Service Charge Totals	\$0.00

Comments PSEG to install 26 X Epic Medium LED Fixtures (05-05500), 26 X Contempo Poles (04-4071) and 26 X Epic Bishop Arms (05-0235)

Date: 3/3/2016 Phone No: (973) 289-0258 Print Signatory Name/Title: Quantin Wiest / Administrator
 PSEG Representative: Patrick Buck *Customer Signature:

*In executing this Proposal and Service Agreement, Customer: (1) accepts the Proposal for Dusk to Dawn Lighting Service; (2) acknowledges and agrees that this is an agreement for lighting Services only and that Customer in receiving Service hereunder does not acquire any right, title or interest in any of the equipment used to provide such lighting Services and that such right, title and interest shall be vested exclusively in PSE&G; (3) will provide PSE&G with reasonable access in order to enable PSE&G to maintain, replace or remove such equipment; (4) and acknowledges and agrees that, in addition to these terms, Service is subject to the terms and conditions set forth in the Service Agreement - Standard Terms and Conditions - PSEG Street Lighting Service, which are printed on the back of this Proposal and Agreement.

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service

SECTION 1 -SCOPE OF WORK, PRICE, AND TAXES. PSEG shall perform the services, as set forth in the Form of Proposal (the "Services") for the price specified therein. Any terms or conditions other than those stated in the Street and Area Lighting Services Agreement shall be null and void, including any preprinted terms and conditions contained in any of the Customer's purchase order forms. Customer shall be responsible for and shall pay the amount of any tax applicable to the Services. Except in cases of emergency, no extra or different Services shall be done unless written approval is issued authorizing such Services prior to the performance thereof. Any extra or different work performed by PSEG on an emergency basis shall be governed by the terms and conditions which incorporates by reference the provisions of PSEG's Tariff for Electric Service.

SECTION 2 - TERMS OF PAYMENT. Monthly payment for the Services shall be included in Customer's bill. Upfront payments for the Services as identified in the Form of Proposal is required before the start of work, unless otherwise indicated.

SECTION 2a – TERM OF AGREEMENT. Please reference the Lighting Rate Schedule section of the Tariff regarding provisions for:

BPL: Original sheet No. 189-191	BPL-POF: Original sheet No. 199-200	PSAL: Original sheet No. 212-214
---------------------------------	-------------------------------------	----------------------------------

SECTION 3 - WARRANTY AND REMEDIES

A. PSEG warrants that for the period of twelve (12) months after the completion of the Services, the Services will reflect competent professional knowledge, judgment and workmanship and will be performed in accordance with generally accepted professional standards and work practices applicable at the time the Services are performed. PSEG warrants that any goods (e.g. lights, brackets and poles) installed shall be free from defects in material or workmanship for one year from the date of installation or provision, whichever occurs first.

B. PSEG does not warrant and shall have no liability for any nonconformance or defects in the performance of the finish on painted street lighting equipment. Customer shall pursue all claims for nonconformance or defects in the performance of the finish on painted street lighting equipment against the manufacturer and PSEG shall take commercially reasonable efforts to support and assist Customer.

C. Conditions Applying to Warranties.

1. PSEG shall have no liability or obligation for any manufacturing, construction or design defects in the Customer's facilities and equipment, hidden hazardous conditions, or the Customer's failure to comply with all applicable codes, standards, laws, and regulations.

2. Customer shall provide PSEG with any pertinent facts or information concerning the Customer's facilities and equipment which could affect the Services to be performed therein which are known or accessible only to the Customer or not reasonably discoverable by PSEG.

3. Customer will provide written notice to PSEG specifying nonconforming Services or Goods upon discovery thereof, and in any event, any such notice of warranty nonconformance shall be given no later than forty-five (45) days after the expiration of the applicable warranty period.

4. Customer will provide PSEG with a reasonable opportunity to perform corrective work to comply with warranties herein. All corrective work will be performed on a schedule to be mutually agreed upon. Customer shall be responsible to remove and replace any equipment or structure in order to provide PSEG with access to perform warranty work.

5. PSEG shall have no liability or obligation for anything arising out of these terms, in the event that the Customer breaches any of the requirements of Paragraph C of this Article.

D. Exclusivity of Warranties and Remedies. The warranties set forth in these terms are exclusive and are in lieu of all other warranties, whether statutory, express or implied, including, but not limited to, any warranties or merchantability, fitness for a particular purpose or arising out of any course of dealing or usage of trade. The remedies set forth in these terms are the exclusive remedies of Customer for any breach, defect or anything arising out of the performance or nonperformance of these terms.

SECTION 4 - INDEMNIFICATION AND LIABILITY

PSEG shall indemnify and hold Customer harmless for any claims, suits, costs, damages, losses, or judgments arising out of PSEG's negligent acts or omissions in connection with these terms. Customer shall indemnify and hold PSEG harmless for any claims, suits, costs, damages, losses, or judgments arising out of Customer's negligent acts or omissions in connection with these terms. However, the parties' entire liability and obligation under these terms shall not exceed the dollar amount of the Contract Price, as set forth in "Form of Proposal", and under no circumstances shall the parties be liable to each other for any special, incidental, indirect, punitive, or consequential losses or damages whatsoever (including for lost profits, time, or revenue) for anything arising out of the performance or nonperformance of these terms, whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract, or otherwise.

SECTION 5 - DELAYS AND FORCE MAJEURE. Other than the obligation to pay money, the parties shall not be liable to each other for failure to perform or for delay in performance due to, any cause beyond their reasonable control: or fire; flood, strike, or other labor difficulty; acts of God; mandates, directives, orders, or restraints of any governmental, regulatory, or judicial body or agency; riot; embargo; fuel or energy shortage; delays in transportation; inability to obtain necessary labor, materials or manufacturing facilities from usual sources; or act of omission of any of the persons or entities employed by the parties. In the event of delay in performance due to any such cause, the date of performance or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service (continued)

SECTION 6 - RELATIONSHIP. The relationship of PSEG and Customer to each other shall be that of parties to a contract, and neither these terms or anything done pursuant to these terms shall be deemed to create any partnership, joint venture, or agency relationship between the two parties. There are no third party beneficiaries to these terms.

SECTION 7 - COMPLIANCE WITH LAW. The Parties shall comply with all applicable laws and regulations.

SECTION 8 - WAIVERS. No term or condition of these terms shall be deemed to have been waived and no breach excused unless such waiver or breach is in writing signed by the party claimed to have waived or consented to excuse. Either parties' failure to demand or insist, in any one or more instances, upon strict performance of these terms, or to exercise any rights conferred under these terms, shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such terms or rights in the future.

SECTION 9 - APPLICABILITY OF TARIFF. The PSEG Tariff For Electric Service on file with the New Jersey Board Of Public Utilities is hereby incorporated in its entirety by reference, and any conflict or inconsistency between the terms and conditions of these terms and said Tariff shall be resolved in favor of the Tariff.

SECTION 10 - HEADINGS. The headings assigned to the sections of these terms are for convenience only and shall not limit the scope and applicability of the sections.

SECTION 11 - ENTIRE AGREEMENT. These terms, which includes the "Form of Proposal", constitutes the final, complete, and entire Agreement between the parties, and all prior discussions, negotiations, communications, proposals, or agreements, whether oral or written, are hereby superseded. Any statements, representations, terms or conditions, whether express or implied, other than those set forth in these terms may not be modified, altered, or amended in any way except in writing signed by duly authorized representatives of both the Customer and PSEG. These terms shall be governed and construed by the laws of the State of New Jersey.

SECTION 12 - CANCELTION PRIOR TO RECEIPT OF SERVICE. Termination of this Agreement by the Customer prior to completion of installation and receipt of service shall be done by written notice. The Customer shall be liable for cost incurred by PSEG between date of the Agreement and the date written notice for cancellation is received.

45
INTRODUCED BY: 
SECONDED BY: 

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AMENDING HOBOKEN CITY COUNCIL RESOLUTION
T1 DATED JULY 6, 2016**

WHEREAS, Resolution no. T1 was approved on July 6, 2016 authorizing the inclusion of waivers of all no parking sign fees, road opening permit fees, and sidewalk permit fees as well as authority to extend the construction times of City code section 133-9C for bid no. 16-09, the Washington Street Redesign Project, which is attached hereto; and,

WHEREAS, it has been determined that certain amendments to the terms of Resolution No. T1 are necessary to prohibit the storage of equipment and materials on Washington Street over the weekends from November 23, 2016 - January 15, 2017, in order to account for increased patronage of bars and restaurants in the City during the Holiday Season; and,

WHEREAS, it has been determined that certain other amendments to the terms of Resolution No. T1 are necessary to allow additional staging and storage of material and equipment.

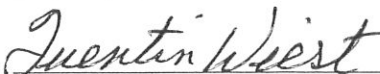
NOW, THEREFORE, BE IT RESOLVED, that during the period November 23, 2016 through January 15, 2017, all staging of the project is to be done on Monday starting at 6:30 a.m., with storing of not more than four (4) days' worth of equipment on the project site starting Monday at 6:30 a.m. and ending Friday at 8:00 p.m.; and there shall be no staging or storage along with the removal of the work zone traffic control devices from Friday at 8:00 p.m. through Monday at 6:30 a.m.; and,

BE IT FURTHER RESOLVED, that except as indicated above, the staging and storage of material and equipment being properly secured within the designated work zones with fencing and other safety measures is allowed both during working hours and non-working hours as stipulated in the contract documents; and,

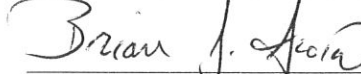
BE IT FURTHER RESOLVED, except as provided herein, the reminder of the provisions of Resolution No. T1 dated July 6, 2016 shall remain unchanged.

Meeting date: September 7, 2016

APPROVED:

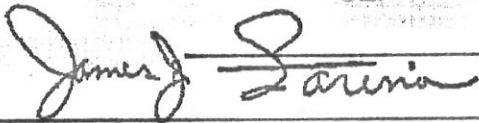

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:


Brian J. Aloia, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	✓			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: SEP 07 2016



CITY CLERK

Markup by Peter Bordan

Introduced By: _____

Second By: _____

7/14/16

updated
7/24/16

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION DIRECTING THE INCLUSION OF WAIVERS OF ALL NO PARKING SIGN
FEES, ROAD OPENING PERMIT FEES, AND SIDEWALK PERMIT FEES AS
WELL AS AUTHORITY TO EXTEND THE CONSTRUCTION TIMES OF CITY
CODE SECTION 133-9C FOR BID NO. 16-09, THE WASHINGTON STREET REDESIGN
PROJECT

WHEREAS, the bid for Washington Street Redesign Project, known as Bid 16-09, is
commencing; and,

WHEREAS, the City has determined that there is a need to waive all no parking sign
fees, all road opening permit fees, and all sidewalk permit fees, and incorporate said waivers into
the bid documents; and,

WHEREAS, the City has determined that there is a need to authorize an extension of the
normal construction hours allowed under City Code Section 133-9C, to allow for construction on
weekdays from 6:30am (setup)/7:00am (construction work commencement) through 7:00pm
(construction work terminates)/8:00pm (clean up must be complete), and on Saturdays from
8:30am (set up)/9:00am (construction work commencement) through 3:00pm (construction work
terminates)/ 4:00pm (clean up must be complete), ~~subject to all staging on the project being done
on Mondays, with storing of not more than four (4) days' worth of equipment on the project site
Monday at 6:30am through Friday at 8:00pm and no staging or storage on the site from Friday
at 8:00pm through Monday at 6:30am.~~

(Remove + add attached section

WHEREAS, the City of Hoboken traditionally does not waive road opening, no parking
sign, or sidewalk fees but seeks to do so under the current circumstances, since the City is also
the funding and financing body for this construction project; and,

WHEREAS, the City of Hoboken traditionally does not authorize extension of
construction timelines beyond the limits in City Code Section 133-9C, but seeks to do so in this
instance, for purposes of efficiency, economy and safety, and to minimize the timeline for the
completion of the Washington Street Redesign Project to reduce the period of disruption of
traffic flow throughout the City due to the Washington Street closures, since Washington Street
is the City's main thoroughway.

NOW THEREFORE BE IT RESOLVED, the City Council authorizes an extension of the
normal construction hours allowed under City Code Section 133-9C, to allow for construction on
weekdays from 6:30am (setup)/7:00am (construction work commencement) through 7:00pm
(construction work terminates)/8:00pm (clean up must be complete), and on Saturdays from
8:30am (set up)/9:00am (construction work commencement) through 3:00pm (construction work
terminates)/4:00pm (clean up must be complete), ~~subject to all staging on the project being done
on Mondays, with storing of not more than four (4) days' worth of equipment on the project site
Monday at 6:30am through Friday at 8:00pm and no staging or storage on the site from Friday
at 8:00pm through Monday at 6:30am; and~~

(remove and add attached section.

BE IT FURTHER RESOLVED, the City Council authorizes the waiver of all no parking
sign fees, all road opening permit fees, and all sidewalk permit fees for the successful bidder's
work on this Washington Street Redesign Project in accordance with the bid specs; and,

BE IT FURTHER RESOLVED, the City Council directs that these waivers and construction time extensions and exceptions be incorporated into the bid documents for Bid No. 16-09 Washington Street Redesign Project, and that the bid be awarded in accordance with the terms, conditions, waivers, and exceptions of the within Resolution.

Meeting date: July 6, 2016

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Brian J. Aloia, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos, Jr.				
Michael Russo				
President Jennifer Giattino				

Additional Section to be Added (Updated by PB on 5/20/19)

Subject to all staging and storage of material and equipment being properly secured within the designated work zones with fencing and other safety measures both during working hours and non-working hours as stipulated in the contract documents. Additionally, during the period between the day before Thanksgiving and January 15th, all staging of the project is to be done on Monday starting at 6:30 AM with storing of not more than four (4) days' worth of equipment on the project site starting Monday at 6:30 AM and ending at Friday at 8:00 PM and no staging or storage along with the removal of the work zone traffic control devices from Friday at 8:00 PM through Monday at 6:30 AM.

[Handwritten signature]
12/20/14

INTRODUCED BY: Bhalla

SECONDED BY: [Handwritten signature]

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION RECOGNIZING SEPTEMBER AS CHILDHOOD
CANCER MONTH AND SUPPORTING AND THANKING HOBOKEN
BUSINESSES AND RESIDENTS MAKING A DIFFERENCE**

WHEREAS, September is Childhood Cancer Awareness Month, a time to honor and remember children and families affected by these rare diseases, and help rally support to give kids with cancer better outcomes; and,

WHEREAS, according to the Children's Cancer Research Fund, during the month of September 25,000 families around the world will get the horrible news that their child or teen has cancer and 6,667 families will experience the loss of a child; and,

WHEREAS, more children are being diagnosed with cancer today than ever before; and,

WHEREAS, the Tomorrows Children's Fund was founded by a group of committed parents to help their children and others like them with cancer and serious blood disorders; and,

WHEREAS, the Tomorrows Children's Fund provides a warm, healthy and loving environment for children in treatment and a full scope of services to relieve families' emotional and financial stress; and,

WHEREAS, in addition to direct financial aid programs, Tomorrows Children's Fund also offers an array of activities, events, outings, special guests and parties, designed to provide their young patients with a brighter tomorrow; and

WHEREAS, many local businesses have recognized this important cause and joined the movement to make a difference in the lives of the kids that are, or soon will be, battling this terrible disease; and,

WHEREAS, Choc O Pain bakery (157 1st St.) will be donating 25 cents from the sale of each chocopain - their signature chocolate bread - to the Tomorrows Children's Fund for the entire month of September; and,

WHEREAS, Little City Books (100 Bloomfield St.) will be asking patrons to purchase books from a curated list for Tomorrows Children's Fund kids and the bookstore will also donate 20 percent from the sale of each book to Tomorrows Children's Fund for the entire month of September; and,

WHEREAS, Tony Baloney's pizzeria (263 1st St.) has created a custom pie to benefit Tomorrows Children's Fund, the "Squash Kiddie Cancer" - roasted butternut squash, fried sage,

smoked Gruyere and topped with fresh ricotta and lemon zest, and will donate 50 cents per slice, \$1 per personal pie and \$2 per XL pie sold for the entire month of September; and,

WHEREAS, Athleta (316 Washington St.) will be doing a discount with donation on Sunday, September 18, from 11 a.m. to 2 p.m., make a donation and receive a special Athleta gift; and,

WHEREAS, Hoboken Little School will be collecting change to change the lives of the kids and families battling pediatric cancer the entire month of September which will be donated to the Tomorrows Children's Fund; and,

WHEREAS, Little Hoboken is donating to the Tomorrows Children's Fund 50% of the proceeds received, during the entire month of September, of their Little Hoboken HookUp card sales, the cards are \$20 and give customers access to exclusive deals and steals from participating local businesses, and

WHEREAS, the City of Hoboken deems it necessary and appropriate to recognize September as Childhood Cancer month and support the organizations and businesses that are fighting for the children inflicted by cancer.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hoboken hereby acknowledges September as Childhood Cancer Month, a time to recognize the children and families affected by childhood cancers and to emphasize the importance of supporting research on these devastating conditions; and,

BE IT FURTHER RESOLVED, the City Council of the City of Hoboken hereby recognizes and applauds the efforts of all Hoboken businesses and residents that actively participate in raising funds and awareness of the plight of the children and families faced with fighting cancer during both the month of September and throughout the entire year.

Meeting date: September 7, 2016

Councilperson	Yea	Nay	Abstain	Present	Absent
Ravinder Bhalla	/				
Peter Cunningham	/				
Michael DeFusco	/				
James Doyle	/				
Tiffanie Fisher	/				
David Mello	/				
Ruben Ramos, Jr.	/				
Michael Russo	/				
President Jennifer Giattino	/				

**A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: SEP 07 2016**

James J. Sarnia
CITY CLERK

APPROVED:

Quentin Wiest
QUENTIN WIEST
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

Brian Aloia
BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

CD 1

INTRODUCED BY: 

SECONDED BY: 

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EXECUTION OF LETTER OF INTENT
WITH PUBLIC SERVICE ELECTRIC AND GAS COMPANY**

WHEREAS, the City of Hoboken (hereinafter, "City") was named as a defendant in a lawsuit brought by several property owners in the Northwest Redevelopment Area, which action was entitled URSA Development Group, LLC et al. v. City of Hoboken, et al., Docket No. HUD-L-6449-11; and,

WHEREAS, the parties amicably settled that litigation, which is memorialized in a Settlement Agreement and Release, dated as of May 8, 2013 (hereinafter, "Settlement Agreement"); and,

WHEREAS, under the terms of the Settlement Agreement, the City will obtain legal title to the property identified as 1101 Monroe/1100 Madison Street (Block 102 Lot 1 on the official Tax Map of the City of Hoboken) (hereinafter, "Madison Street Property") after that property has been remediated; and,

WHEREAS, the Public Service Electric and Gas Company ("PSE&G") owns property immediately south of and adjacent to the Madison Street Property, on which it operates an electrical substation (hereinafter, "Madison Street Substation"); and,

WHEREAS, PSE&G also owns property identified as 201-209 Marshall Street and 200-206 Harrison Street (Block 35 Lots 1, 2, 3, 4.01, 5.01, 5.02, 33, 34, 35 & 36 on the official Tax Map of the City of Hoboken) (hereinafter, "Marshall Street Property"), on which it operates another electrical substation (hereinafter, "Marshall Street Substation"); and,

WHEREAS, PSE&G, as part of its Energy Strong Initiative in Hoboken, would like to consolidate and combine the Marshall Street Substation into a single expanded Madison Street Substation and raise the elevation of the Madison Street Substation to prevent electrical outages caused by flooding of the type experienced during Superstorm Sandy; and,

WHEREAS, the substation improvements planned by PSE&G would be beneficial to the citizens of Hoboken in terms of increased reliability of electrical service; and,

WHEREAS, the City and PSE&G desire to enter into a land swap transaction whereby the City would transfer the Madison Street Property to PSE&G in exchange for PSE&G transferring the Marshall Street Property to the City, with PSE&G making a cash payment of \$1,245,000.00 to compensate the City for the difference in the appraised value of the respective properties; and,

WHEREAS, because PSE&G cannot decommission the Marshall Street Substation until it has completed its consolidation and expansion of the Madison Street Substation, PSE&G cannot transfer

title to the Marshall Street Property to the City until that expansion has been completed and PSE&G has properly remediated any contamination at the Marshall Street Property; and,

WHEREAS, in order to compensate the City for its “loss of use” of the Marshall Street Property during the period of time needed by PSE&G to decommission and remediate that property, PSE&G will pay the City an annual “loss of use” payment in the amount of \$275,250.00, payable in monthly installments (\$22,937.50) between the closing of title to the Madison Street Property and the closing of title to the Marshall Street Property; and,

WHEREAS, in furtherance of the parties’ mutual desire to enter into the aforementioned land swap transaction, the City and PSE&G have negotiated a non-binding Letter of Intent (hereinafter, “LOI”), a copy of which is attached hereto, setting forth the general structure and terms of the transaction; and,

WHEREAS, under the terms of the LOI the parties agree to negotiate for a maximum period of 120 days with the intention of preparing a binding transfer agreement (hereinafter, “Definitive Agreement”) which will embody terms and conditions described generally in the LOI, together with such additional terms and conditions which the parties may negotiate; and,

WHEREAS, it is deemed to be in the best interest of the City and its citizenry to enter into the LOI with PSE&G.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Hoboken hereby approves the LOI with PSE&G, as attached hereto, or a LOI that is substantially similar without any substantive changes; and

BE IT FURTHER RESOLVED, the City Council hereby authorizes the Mayor and/or her Administration to notify PSE&G of the Council’s authorization of the LOI and acceptance of the terms set forth therein; and

BE IT FURTHER RESOLVED, the City Council hereby authorizes the Mayor, her Administration, and/or Corporation Counsel to proceed to execute and finalize said LOI with PSE&G, or a LOI that is substantially similar with no substantive changes, and to take any and all steps necessary to negotiate the Definitive Agreement with PSE&G.

Meeting date: September 7, 2016


Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	✓			
Michael DeFusco	✓			
James Doyle	✓			
Tiffanie Fisher	✓			
David Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo	✓			

President Jennifer Giattino	✓			
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APPROVED:


QUENTIN WIEST
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:


BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

SEP 07 2016


CITY CLERK



Connell Foley LLP
Harborside Financial Center
2510 Plaza Five
Jersey City, NJ 07311
P 201.521.1000 F 201.521.0100

Robert A. Verdibello
Of Counsel

August 26, 2016

City of Hoboken
94 Washington Street
Hoboken, NJ 07030
Attn: Brandy Forbes, AICP, PP
Community Development Director

**Re: Proposed Transfer of Properties
1101 Monroe / 1100 Madison Street and
201-209 Marshall Street / 200-206 Harrison Street
Hoboken, New Jersey**

Dear Ms. Forbes:

This letter will confirm the contemplated property exchange between the City of Hoboken ("Hoboken") and Public Service Electric and Gas Company ("PSE&G"); to wit: contingent upon acquisition from the current fee title holder, Hoboken has agreed to transfer ownership of property identified as 1101 Monroe/1100 Madison Street (Block 102 Lot 1 on the official Tax Map of the City of Hoboken) (hereinafter referred to as "Madison Street") to PSE&G; and in exchange, PSE&G has agreed to transfer ownership of property identified as 201-209 Marshall Street and 200-206 Harrison Street (Block 35 Lots 1, 2, 3, 4.01, 5.01, 5.02, 33, 34, 35 & 36 on the official Tax Map of the City of Hoboken) (hereinafter referred to as "Marshall Street") to Hoboken. Additionally PSE&G has agreed to pay to Hoboken the difference in the appraised value of the properties. This letter constitutes an expression of intent, but does not create any legal obligations between Hoboken and PSE&G.

By signature below, the parties agree to negotiate for a maximum period of 120 days with the intention of preparing a binding Agreement (the "Definitive Agreement"). Among other things, and subject to the negotiation, execution and delivery by both parties, the Agreement shall embody terms and conditions described generally in this letter of intent, together with additional terms and conditions, which the parties may negotiate. Counsel for PSE&G will prepare the first draft of the Agreement. During this 120 day period, the parties agree not to execute a purchase and sale agreement for the respective properties with any other party.

APPRAISAL VALUE OF
MADISON STREET:

Pursuant to the appraisal conducted by Ronald D. Chiarello, Professional Appraisal Associates, dated July 14, 2016, the parties agree that the Madison Street Property has an appraised value of \$4,915,000.00.

Roseland

Jersey City

Newark

New York

Cherry Hill

Philadelphia

www.connellfoley.com

APPRAISAL VALUE OF
MARSHALL STREET:

Pursuant to the appraisal conducted by Mark E. Hendricks, Hendricks Appraisal Company, LLC, the parties agree that the Marshall Street Property has an appraised value of \$3,670,000.00.

PAYMENTS BY PSE&G TO
HOBOKEN:

PSE&G shall pay Hoboken the difference in the appraised value of the respective properties (\$1,245,000.00), which payment shall be due in full at the closing of title to Madison Street. In addition, PSE&G shall pay to Hoboken an annual fee to compensate Hoboken for the "loss of the use" of either property during the period between the closing of title to Madison Street and the closing of title to Marshall Street. That annual loss of use payment shall be calculated based on 7.5% of the appraised value of Marshall Street (\$275,250.00) and shall be payable by PSE&G to Hoboken in twelve (12) equal monthly installments (\$22,937.50) with the first payment to be due at the closing of title to Madison Street. Subsequent payments shall be made on the same day of each of the following months and conclude on the closing of title to Marshall Street.

DUE DILIGENCE PERIOD:

Each party shall have a period of ninety (90) days to conduct due diligence (the "Due Diligence Period") within which each respective acquiring party may conduct any and all physical, economic and other investigations, tests, studies as it may elect to perform relative to the property to be acquired.

Each party, along with its respective engineers, surveyors, and consultants shall have the right to access, inspect and/or test the respective property to be acquired as it sees fit (collectively, "Investigations"). At the conclusion of any testing performed by the acquiring party, the respective property to be acquired shall be returned to its initial, pre-testing condition. Each party shall indemnify and hold the other party harmless against all claims and damages arising out of its entry and activities on the property to be acquired in connection with the Investigations, except when arising out of negligence or willful misconduct of the party authorizing entry, its employees, agents, contractors, licensees or invitees.

Upon acceptance of this letter of intent, each respective party shall within ten (10) business days of execution by

each party, furnish or make available to the other party, all documents, including all environmental studies, reports, and submissions prepared for it (collectively, "Environmental Reports"), information, data, reports or other written matters pertaining to the respective property not previously delivered to the other party.

The Due Diligence Period in relation to PSE&G's acquisition of Madison Street shall commence upon execution of the definitive agreement.

The Due Diligence Period in relation to Hoboken's acquisition of Marshall Street shall commence upon written notice provided by PSE&G to Hoboken following PSE&G's decommissioning of the Marshall Street Substation.

DELIVERY OF TITLE:

Fee Simple Title to each respective property shall be delivered by Bargain and Sale Deed with Covenant against Grantor's Acts. The Agreement shall provide that each respective property will be delivered free and clear of (i) liens and encumbrances, other than liens for taxes not yet payable or as otherwise approved by the acquiring party during the Due Diligence Period; and (ii) agreements, easements, or rights of way and other matters, except as approved by the acquiring party during the Due Diligence Period.

CONTINGENCIES:

a. During each respective Due Diligence Period, each respective party shall have available to it for review and copying such documents in the other party's possession, including by way of example: (i) copies of all agreements, if any, pertaining to the use of or right of others to occupy the properties; (ii) copies of all contracts, agreements or permits with, or issued by any governmental entity, if any, and all Environmental Reports; (iii) copies of correspondence, studies, investigation reports, permit applications, maps, plans, and drawings.

b. During each respective Due Diligence Period, each party shall obtain a current preliminary title report and commitment for title insurance for each respective property.

c. Each party shall have the right to review and audit all remediation reports and studies issued in connection with the on-going remediation of the property to be acquired by the respective party. Each party's obligation to

close title on Madison Street is conditioned upon appropriate remediation action and delivery by the other party of a Response Action Outcome ("RAO") with respect to any environmental concerns associated with the ongoing or anticipated remediation of the property to be acquired. The RAO may be conditioned upon a deed restriction provided that it is in a form that is reasonably satisfactory to the acquiring party and does not interfere with that party's proposed use of the property to be acquired. The Permitting Period set forth in subparagraph (d) below shall be tolled until all required remediation other than post-RAO monitoring and reporting at Madison Street has been completed; provided however, that if such remediation is not completed and an RAO is not delivered to PSE&G for Madison Street prior to the original expiration date of the Permitting Period, then PSE&G shall have the right to terminate the Agreement.

d. PSE&G shall have a twelve (12) month permitting period (the "Permitting Period"), commencing on the day following the expiration of the Due Diligence Period. During the Permitting Period, PSE&G will use good faith efforts to obtain (i) all zoning, site plan, subdivision, environmental land use (including, but not limited to, flood hazard, wetlands, and any other permits required), re-zoning, soil, sewer extension, road opening, utilities, building, clearing, grading, and other permits, approvals, consents or waivers from and governmental authorities which are necessary for the development of Madison Street for PSE&G's proposed use (the "Development Approvals"); and (ii) all easements across the property of third parties which are required in connection with PSE&G's proposed development of Madison Street. Prior to submitting any Development Approval applications requiring or depicting exterior design plan details, PSE&G shall obtain Hoboken's approval of said exterior design plans to ensure, to Hoboken's reasonable satisfaction, that the Madison Street development will be consistent with its surrounding urban residential setting. The Development Approvals shall be deemed not to be obtained unless all appeals periods relating to such Development Approvals have expired without any appeal having been taken, or, if an appeal is filed, such appeal is finally adjudicated in favor of PSE&G. In addition, the Development Approvals shall be deemed not to have been obtained if a public or private moratorium associated therewith prevents

PSE&G's proposed development from being constructed and operated. Should PSE&G notify Hoboken in writing prior to the termination of the Permitting Period that PSE&G requires additional time in order to procure the Development Approvals, Hoboken shall permit PSE&G to extend the Permitting Period for up to a maximum of three (3) additional ninety (90) day periods, provided that PSE&G is diligently and continuously prosecuting the Development Approvals. If, during any ninety (90) extension period, PSE&G fails to diligently and continuously prosecute the Development Approvals, Hoboken shall have the right, upon notice and opportunity to cure by PSE&G, to terminate the Agreement.

Prior to the commencement of the Permitting Period, Hoboken will amend all applicable zoning, including any applicable Redevelopment Plans, to permit the use of Madison Street as a utility substation.

CLOSING DOCUMENTS:

Each party shall provide customary representations and warranties to be agreed upon in the Agreement.

CLOSING:

The closing of the Madison Street transfer shall occur forty-five (45) days after acquisition of that property by Hoboken and satisfaction of all other contingencies.

The closing of the Marshall Street transfer shall occur forty-five (45) days following the completion of all utility relocation, RAO issuance to PSE&G, and satisfaction of all other contingencies.

This letter of intent is intended as an outline of the terms and conditions of the transactions contemplated by the parties, and shall not be construed as a legally binding agreement. The parties intend to be legally bound only upon the execution of mutually acceptable agreements for the transactions contemplated herein.

If this letter of intent sets forth your general understanding as to the terms of the contemplated transaction, please sign in the appropriate space provided below.

City of Hoboken
August 26, 2016
Page 6

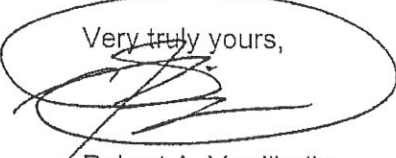
AGREED TO AND ACCEPTED
THIS _____ DAY OF _____, 2016

CITY OF HOBOKEN

By: _____
Name:
Title:

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

By: _____
Name:
Title:

Very truly yours,

Robert A. Verdibello

RAV/

CD 3

INTRODUCED BY: PK
SECONDED BY: SPD

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION RELEASING PERFORMANCE BOND IN THE AMOUNT
OF \$4,754.40 FOR A CONSTRUCTION PROJECT AT 737 GARDEN
STREET**

WHEREAS, a performance bond was posted by Realty Express LaBarbera for a construction project located at Block 194, Lot 22 on the tax map of the City of Hoboken, being commonly known as 737 Garden Street, Hoboken, New Jersey, in connection with the Zoning Board of Adjustment Resolution of Approval dated April 28, 2015, which was duly adopted as to form by the Zoning Board on June 16, 2015, under the condition of the submission of a Site Performance Bond; and,

WHEREAS, in accordance with communication from the applicant to Planning and Zoning Board Secretary Patricia Carcone on May 10, 2016, the applicant has chosen to not continue with the development of the property and therefore has requested a return of the performance bond in the amount of Four Thousand Seven Hundred Fifty Four Dollars and Forty Cents(\$4,754.40).

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the performance bond posted by Realty Express LaBarbera for the construction at 737 Garden Street shall be, and is hereby, released; and,

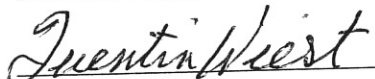
BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to direct release of said bond, and the City's Administration and Corporation Counsel are directed to take any and all action necessary to effectuate the terms of the Agreement; and,

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be forwarded to all parties in the administration of this action.

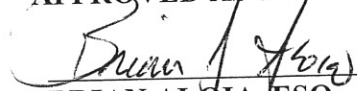
Meeting date: September 7, 2016

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/		/	
Michael DeFusco	/		/	
James Doyle	/		/	
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

APPROVED:


QUENTIN WIEST
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:


BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: SEP 07 2016


CITY CLERK



architects + engineers

119 Cherry Hill Road, Ste 200
Parsippany, NJ 07054

tel 862.207.5900
fax 973.334.0507

February 23, 2015
Rev. April 20, 2015
Rev. May 28, 2015
Rev. July 16, 2015
Rev August 26, 2015

Zoning Board of Adjustment
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

**RE: 737 Garden St.
Block 194 – Lot 22
Site Plan Review #1
Our Project Number HOBZ1442**

Dear Board Members:

This office has reviewed the following revised information related to the above-referenced project.

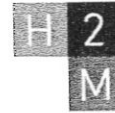
- 1) Architectural Plans entitled "Proposed Alteration & Rear Addition to Existing 4 Unit 3 Story Over Basement to Become 2 Unit 4 Story Building at: 737 Garden St., Block 194 Lot 22, City of Hoboken, Hudson County, New Jersey 07030" prepared by Minervini Vandermark AIA dated October 3, 2014, **revised August 21, 2015, received by H2M August 26, 2015.**
- 2) Planning Report Prepared by Kenneth Ochab, PP, AICP, dated November 10, 2014.
- 3) Property Survey prepared by Caulfield Associates, LLP. entitled "Survey of Property, 737 Garden Street, Hoboken, Hudson County, N.J." dated August 13, 2014, **revised August 11, 2015**
- 4) The Application package prepared by Robert Matule Esq.
- 5) Conditions listed in the resolution of approval.

This project was heard and approved by the Zoning Board on April 28, 2015.

General Comments

This application was approved by the Zoning Board on April 28, 2015. The following is H2M's post approval review of the project. All H2M's comments outlined in their comment letter revised July 16, 2015 Have been addressed with the following exception.

1. Plans depict solar panels on the roof but do not indicate the mounting height, mounting direction and slope of all panels. Applicant shall provide this additional information on the roof plan and any elevation drawings impacted by the solar panels. In particular, applicant shall confirm whether panels will be mounted at an elevation below or above the level of the top of the parapet wall. **Not Addressed.**



In addition to the items listed above, the following documents should be provided to the City Zoning Officer, Flood Plain manager, and Construction official prior to issuing a Construction Permit;

1. An Individual Flood Hazard Area Permit or jurisdictional determination from NJDEP for proposed building below the Advisory Base Flood Elevation.
2. The applicant must provide proof of will serve letters from the applicable public and private utility companies.
3. Copy of the drainage report for the project and a letter from NHSA approving the detention basin design.
4. Copy of approval issued by the Hudson County Planning Board.
5. Proof of application to and approval of Hudson County for any encroachments into County right-of-way.

The Zoning Officer and Flood Plain Manager will also review all documents prior to the issuance of a construction permit.

Resolution conditions

All terms and conditions as outlined in the resolution of approval must be addressed to the satisfaction of the board and their professionals.

All plans and details for this project must be updated in a timely manner, incorporating the comments of all engineering letters to date and the Resolution of approval. All comments should be addressed in letter form detailing the comments and the appropriate actions taken. All the changes should be clouded on the plans for ease of additional reviews.

Public Improvements, Bonds, and Escrow

1. The following references On and Off Tract Improvements in the City of Hoboken:
 - a. §196-63.1 (A) of the City of Hoboken Code states that "where the agency having jurisdiction determines that off-tract improvements are necessary for the proper development and use of the proposed site or subdivision and the surrounding area, it may require either that such off-tract improvements be installed or that the developer contribute to the installation of such off-tract improvements."
 - b. Section 40:55D-35 of the Municipal Land Use Law regarding Off-Tract improvements states that "Before any such permit shall be issued, such street shall have been certified to be suitably improved to the satisfaction of the governing body or such suitable improvement shall have been assured by means of a performance guarantee in accordance with standards and specifications for road improvements approved by the governing body."

Attached are the estimates for the Performance Bond, Off Tract Improvements, and Inspection Escrow. These fees are based on items a. & b. above.

737 Garden Street
Zoning Board of Adjustment
February 23, 2015
Rev. April 20, 2015
Rev. May 28, 2015
Rev. July 16, 2015
Rev. August 26, 2015
Page 3



If you have any questions, please do not hesitate to contact me.

Sincerely,

H2M ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'Jeffrey C. Marsden'.

Jeffrey C. Marsden, P.E., P.P., C.M.E.
Civil Department Manager

JCM:afw

c: Pat Carcone – email only
Ann Holtzman – email only
Eileen Banyra – email only
Dennis Galvin, Esq.
Robert Matule, Esq. Attorney
Frank Minervini, AIA



architects + engineers

119 Cherry Hill Road, Ste 200 tel 862.207.5900
Parsippany, NJ 07054 fax 973.334.0507

ENGINEERING COST OPINION PERFORMANCE BOND ESTIMATE

Property Address

737 Garden Street
Hoboken NJ, 07030

Date: 6/15/2015

H2M Project No.:
HOBZ1442

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Concrete Sidewalk 4" Thick	26	SY	\$ 55.00	\$ 1,430.00
2	9"x18" Concrete Vert. Curb	22	LF	\$ 35.00	\$ 770.00
3	Sawcutting	105	LF	\$ 3.50	\$ 367.50
4	HMA Surface Crs. 9.5M64 2" Thick (Serv. Lat)	4	Ton	\$ 100.00	\$ 400.00
5	HMA Base Crs 19M64 6"Thick (Serv Lat)	10	Ton	\$ 90.00	\$ 900.00
6	4"DGA Pavement Repair (Service Lat)	27	SY	\$ 3.50	\$ 94.50

Subtotal: \$ 3,962.00

Performance Guarantee at 120% Subtotal: \$ 4,754.40

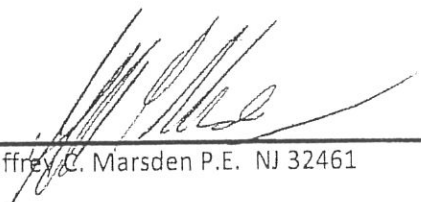
Engineering Inspection Escrow greater of 5% construction cost or \$500: \$ 500.00

Project Development Municipal Pavement Contribution - Roadway Half Width

Roadway Information

Width 30
Length 22

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Milling 2"-3"	37	SY	\$ 6.00	\$ 222.00
2	HMA Surface Crs. 9.5M64 2" Thick	5	Ton	\$ 100.00	\$ 500.00
Total Contribution:				\$	722.00


Jeffrey C. Marsden P.E. NJ 32461

DATE PRINTED:6/15/2015

May 10, 2016
11:44 AM

CITY OF HOBOKEN
Project Detail Inquiry

Page No: 1

Project Id: 1484350B
Description: 737 GARDEN ST PERFORMANCE BOND Status: Active
Starting Date: 0 Ending Date: 05/10/16 Po Transactions: Summarized
* Transaction is included in Previous and/or Opening Balance ** Transaction is not included in Balance
En = PO Line Item First Encumbrance Date

Date	Description	Trans Amount	Balance
07/14/15	Add Acct	0.00	0.00
07/15/15	Deposit Meth: Realty Express LaBarbera Ck#126847 Post Ref: E 1012 1	4,754.40	4,754.40

From: Giovanni (John) LaBarbera
To: Patricia Carcone
Subject: 737 Garden St. Hoboken
Date: Tuesday, May 10, 2016 11:31:39 AM

Pat,

Nice speaking with you today. Please be advised that I've decided not to move forward with the development of the property. I hereby am requesting the return of the balance of my escrow and bond which I have.

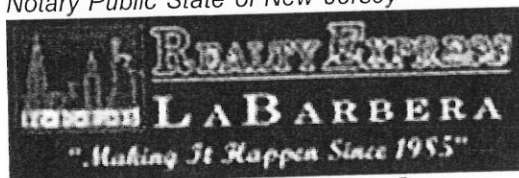
Kindly forward the checks to my home 225 River St. #1901 Hoboken, NJ 07030.

If you need to reach me it's best to call my cell 201.978-3838.

Thank you,

Giovanni "John" LaBarbera

Licensed Real Estate Broker - REALTOR
Notary Public State of New Jersey



REALTY EXPRESS LaBarbera

210 Washington Street
Hoboken, NJ 07030

Voice Mail: (201) 420-8989 Ext. 111

Office Fax: (201) 420-5085

Management Emergencies: (201) 216-5757 Ext. 919

Management Services: (201) 216-5757 Ext. 920

Office Hours:

Monday to Friday 9:30 am to 8:30 pm

Saturday & Sunday 10 am to 5 pm

Web Site: www.relb.com

E-mail: jlb@relb.com

General Management E-mail: mgmt@relb.com

Sales - Rentals - Investments - Property Management

Notice: This e-mail message, together with any attachments, contains information of **REALTY EXPRESS LaBarbera** that may be confidential, proprietary copyrighted and/or legally privileged, and is intended solely for the use of the individual or entity named on this message. If you are not the intended recipient, and have received this message in error, please immediately return this by e-mail and then delete it.

INTRODUCED BY: _____

SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION RELEASING PERFORMANCE BOND TO JEFFREY
DWORZANSKI FOLLOWING THE CONSTRUCTION PROJECT AT 153
3RD STREET, HOBOKEN, NEW JERSEY**

WHEREAS, a performance bond was posted by Jeffrey Dworzanski for a construction project located at Block 189, Lot 26.1 on the tax map of the City of Hoboken, being commonly known as 153 3rd Street, Hoboken, New Jersey, in connection with the Zoning Board of Adjustment Resolution of Approval dated December 9, 2014, which was duly adopted as to form by the Zoning Board on January 20, 2015, under the condition of the submission of the bond; and,

WHEREAS, the performance thereunder has been substantially completed, and pursuant to the investigation and findings of Jeffrey C. Marsden, P.E., P.P., C.M.E., Civil Department Manager for H2M Engineers, it has been recommended that the bond be released, which recommendation was memorialized in a letter dated August 4, 2016, and revised as of August 11, 2016; and,

WHEREAS, although performance has been substantially completed, there is still one (1) outstanding issue regarding the proper construction of the tree well; and,

WHEREAS, the applicant has represented that if the tree that was planted survives until May 2017, he will then install the fence with proper bedding, and therefore it is recommended that the bond amounts pursuant to H2M Engineers' Performance Bond Estimate dated May 4, 2015, for the shade tree (\$550.00) and tree grate (\$1,300.00), not be released until this work is completed.

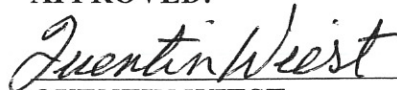
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the performance bond posted by Jeffrey Dworzanski for the construction at 153 3rd Street, Hoboken, New Jersey, shall be, and is hereby, released, except for the amount of \$1,850.00; and,

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to direct release of said bond, and the City's Administration and Corporation Counsel are directed to take any and all action necessary to effectuate the terms of the Agreement; and,

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be forwarded to all parties in the administration of this action.

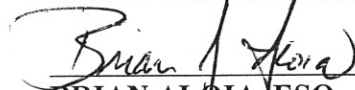
Meeting date: September 7, 2016

APPROVED:



QUENTIN WIEST
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

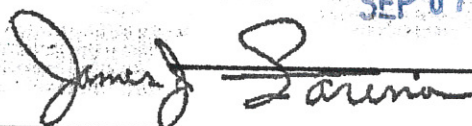


BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	//			
David Mello	//			
Ruben Ramos, Jr.	//			
Michael Russo	//			
President Jennifer Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

SEP 07 2016



CITY CLERK



architects engineers

119 Cherry Hill Road, Ste. 110 862.207.5900
Parsippany, NJ 07054 973.334.0507

August 04, 2016
Rev August 11, 2016

Zoning Board of Adjustment
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

**RE: 153 Third Street
Block 189 – Lot 26.1
Tree well issue
H2M Project Number HOBZ1426**

Dear Pat:

As previously discussed, the only outstanding issue from our inspection letter dated July 16, 2016, was the proper construction of the tree well. The applicant has indicated that the tree had previously been damaged and may not survive. The applicant has indicated that if the tree survives until next spring (May 2017) he will install the fence with the proper bedding. However, if the tree dies within that time period, he will replace the tree and install the fence and bedding at that time.

The applicant has sent an E-Mail to the Zoning Board Secretary indicating that he agrees to resolve the tree well issue as indicated above.. **As such we have no exception to releasing the bond.**

If you have any questions, please do not hesitate to contact me.

Sincerely,

H2M ASSOCIATES, INC.

Jeffrey C. Marsden, P.E., P.P., C.M.E.
Civil Department Manager

JCM:afw

c: Anne Holtzman - Zoning Officer
Eileen Banyra – Board Planner
Dennis Galvin, Esq.
Stephen Spector, Esq. Attorney

Patricia Carcone

From: Jeffrey Dworzanski <jdworzanski@hotmail.com>
Sent: Thursday, August 04, 2016 7:23 PM
To: Patricia Carcone
Cc: Jeffrey C. Marsden
Subject: Re: 153 Third outstanding issue

Hi Pat,

With this note, I confirm our intent to have a viable street tree and install tree fencing per the Shade Tree Commission standards by May 2017.

Thank you for your help with this matter. Please let me know if you need anything else from us.

Thanks,
Jeff

Jeff Dworzanski
153 3rd St.
Hoboken, NJ 07030
jdworzanski@hotmail.com
Mobile: 201-600-5581

From: Patricia Carcone <pcarcone@hobokennj.gov>
Sent: Thursday, August 4, 2016 5:02 PM
To: Jeffrey Dworzanski
Cc: Jeffrey C. Marsden
Subject: FW: 153 Third outstanding issue

Please see attached regarding the bond release at 153 3rd. Please confirm in writing that you will install the tree /tree grate by May 2017 and we can then recommend release of the bond.

Pat

From: Jeffrey C. Marsden [<mailto:jmarsden@H2M.com>]
Sent: Thursday, August 04, 2016 4:56 PM
To: Patricia Carcone
Cc: Ann Holtzman; Dennis Galvin; Elieen Banyra (EBanyra@maserconsulting.com)
Subject: 153 Third outstanding issue

Pat see attached

Jeff Marsden
Senior Engineer

CITY OF HOBOKEN94 Washington Street
Hoboken, NJ 07030**Zoning Officer**

Ann Holtzman

(201) 420-2063

aholtzman@hobokennj.gov

**FINAL CERTIFICATE
OF ZONING
COMPLIANCE**

Date Received:

02/24/2016

Date Issued:

02/24/2016

Block: 189 Work Site Location: 153 3rd Street, Hoboken

Lot: 26.01 Lot Size: 20 x 25 Planned Use: Residential

No. Units: 110

Special District: n/a

Zoning District: R-1

OWNER / OCCUPANT:

Name: Jeff Dworzanski & Paulette Holladay

Address: 153 3rd Street

City: Hoboken

State: NJ Zip Code: 07030

Phone: (917) 563-3419

Cell Phone:

E-mail:

ARCHITECT / CONTRACTOR:

Name: Nastasi Architects

Address: 321 Newark Street

City: Hoboken

State: NJ Zip Code: 07030

Bus. Phone: (201) 653-2577

Cell Phone:

E-mail: john@nastasiarchitects.com

Pursuant to the Zoning Ordinance; Chapter 196 of the Code of the City of Hoboken, the following work has been completed in complies with city zoning and a Certificate of Occupancy may be issued:

Expansion and full renovation of the existing structure at the above referenced location is complete and consistent with Nastasi architectural site plan dated 04/28/2015, construction drawings dated 05/20/2015 and ZBA approval dated 12/09/2014. Front facade and roof were removed for expansion and reconstruction. New building front, 3rd floor and rooftop stair penthouse have been constructed; south wall was reconstructed where required. Cellar is unfinished; for storage use only. The 1st floor has been reconstructed with entry foyer, half-bath, kitchen, dining and living rooms and a 3'9" x 10'2" lower-roof deck constructed over the cellar roof in the cutback southwest corner of the building. The 2nd floor contains 2 bedrooms and 1 full bath. The new 3rd floor contains 1 bedroom with a 3'4" x 10'2" balcony and 1 full bath. The new 9' x 19' stair penthouse provides access to the 190 sf roof deck set approx. 6' back from the front facade wall. Penthouse is fit out with a half-bath, mechanical and laundry closets. New HVAC condenser split units are located on the roof in the front setback. Front sidewalk has been replaced and a new wrought iron fence will be installed. A tree well was provided in the new sidewalk; tree to be planted within the next 3 months.

IMPORTANT: A copy of the Certificate of Occupancy and any Interim TCOs must be filed with this office upon receipt.

FEE: \$100.00

Check or Rcpt #:

3415

Collected by:

Ann Holtzman, Zoning Officer

August 12, 2016
11:29 AM

CITY OF HOBOKEN
Project Detail Inquiry

Page No: 1

Project Id: 1484174B
Description: 153 THIRD STREET
Starting Date: 0
* Transaction is included in Previous and/or Opening Balance
En = PO Line Item First Encumbrance Date
Status: Active
Ending Date: 08/12/16
Po Transactions: Summarized
** Transaction is not included in Balance

Date	Description	Trans Amount	Balance
05/12/15	Add Acct	0.00	0.00
05/13/15	Deposit Meth: JEFF DWOEZANSKI CHECK#1249 Post Ref: E 985 1	6,630.00	6,630.00



architects + engineers

119 Cherry Hill Road, Ste 200
Parsippany, NJ 07054

tel 862.207.5900
fax 973.334.0507

July 13, 2016

Zoning Board of Adjustment
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

**RE: 153 Third Street
Block 189 – Lot 26.1
Field Observation
H2M Project Number HOBZ1426**

Dear Board Members:

This office has visited the subject project and compared the post construction condition of the public improvements against the approved plans listed below.

- 1) Architectural Plans entitled "Dworzanski Residence" prepared by Nastasi Architects dated November 21, 2014, revised February 19, 2015, received by H2M February 23, 2015. Revised 4-07-15, Signed and sealed plans Received 4-23-15, **Revised 4-28-15, Received 4-29-15.**
- 2) Property Survey prepared by Caulfield Associates, LLP. entitled "Survey of Property – 153 Third Street, Hoboken, Hudson Co., N.J." dated May 11, 2011, **Revised 4-09-15, Received by H2M April 13, 2015**

H2M was not contacted prior to the construction of the public improvements within the ROW and therefore, was not present during the construction of the improvements. As a result H2M cannot speak to the method of construction or the depth of the concrete sidewalk or curb.

H2M visited the site on May 17, 2016 and observed the following:

1. The sidewalk cross slope is more than two percent, however due to the narrow lot width and the high cross slopes of the abutting properties, the applicant could not meet the two percent cross slope requirement.
2. There is no evidence that the new utility service lines were constructed in accordance with the proposed plans. Therefore, we assume that the existing service lines were in good condition and the city plumbing inspector deemed that it was not necessary to replace them.



3. The tree well is not constructed in accordance with the City's Shade Tree Commission. The applicant needs to proper fencing and fill in accordance with the City's Shade Tree Commission standards.

It appears that the remainder of the public improvements were constructed in accordance with the approved plans and the city's design standards. Therefore, H2M would recommend that the bond not be released until the tree well has been properly constructed. (See attached Photos)

If you have any questions, please do not hesitate to contact me.

Sincerely,

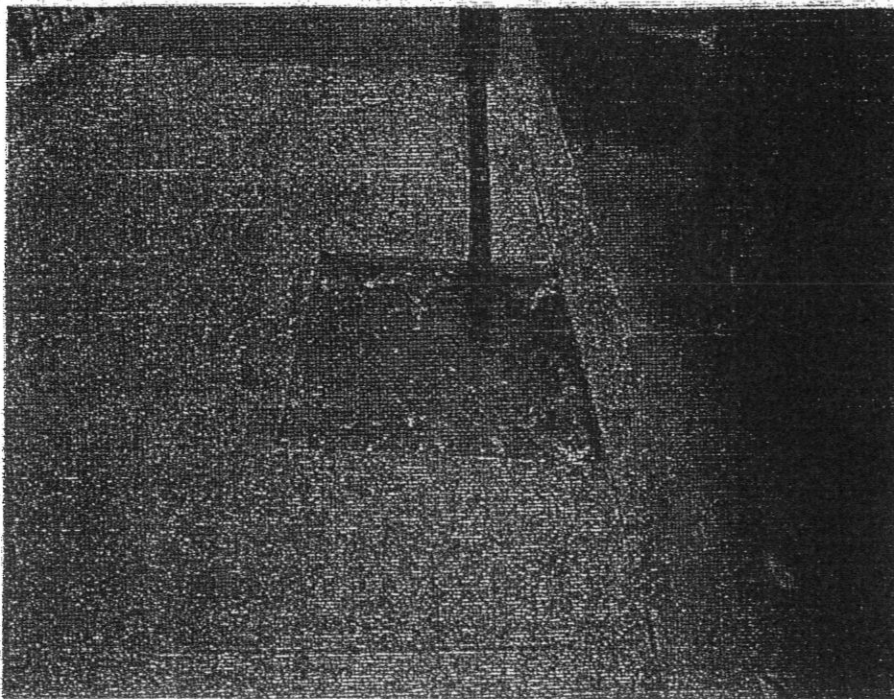
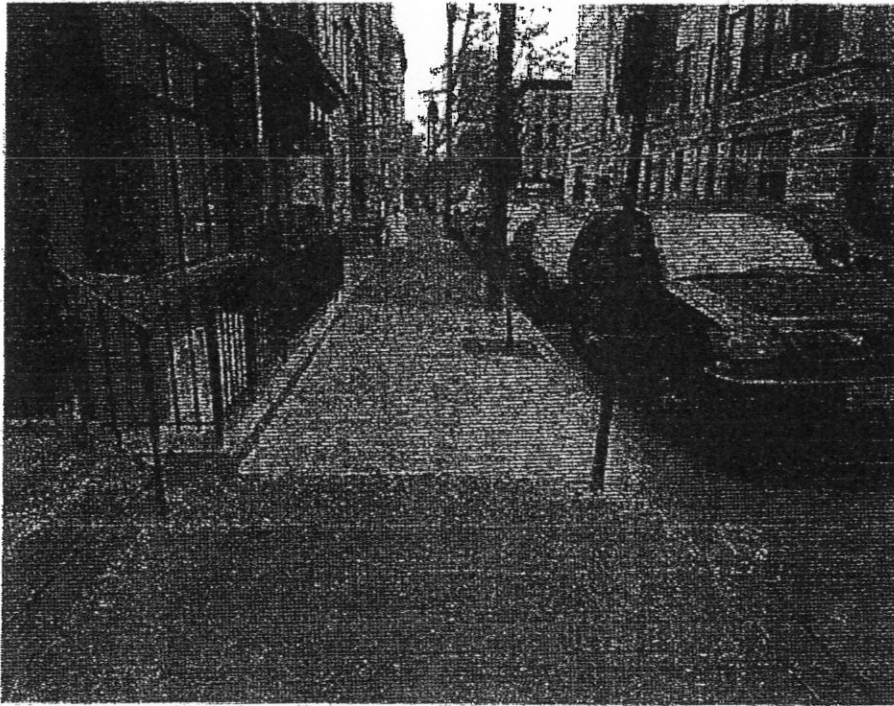
H2M ASSOCIATES, INC.

Jeffrey C. Marsden, P.E., P.P., C.M.E.
Civil Department Manager

JCM:afw

c: Pat Carcone – email only
Eileen Banyra – email only
Dennis Galvin, Esq.
Stephen Spector, Esq. Attorney

Zoning Board of Adjustment – City of Hoboken
153 Third,
July 13, 2016
Page 3





architects + engineers

119 Cherry Hill Road, Ste 200
Parsippany, NJ 07054

tel 862.207.5900
fax 973.334.0507

December 2, 2014
Revised March 16, 2015
Revised April 27, 2015
Revised April 29, 2015

Zoning Board of Adjustment
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

**RE: 153 Third Street
Block 189 – Lot 26.1
Summary 2nd Review for Signature
H2M Project Number HOBZ1426**

Dear Board Members:

This office has reviewed the following revised information related to the above-referenced project.

- 1) Architectural Plans entitled "Dworzanski Residence" prepared by Nastasi Architects dated November 21, 2014, revised February 19, 2015, received by H2M February 23, 2015. Revised 4-07-15, Signed and sealed plans Received 4-23-15, **Revised 4-28-15, Received 4-29-15.**
- 2) Property Survey prepared by Caulfield Associates, LLP. entitled "Survey of Property – 153 Third Street, Hoboken, Hudson Co., N.J." dated May 11, 2011, **Revised 4-09-15, Received by H2M April 13, 2015**
- 3) Conditions listed in the resolution of approval.
- 4) The Application package prepared by Robert Matule Esq.

The following are H2M's engineering comments on the revised documents for the referenced project:

General Comments

All H2Ms Comments outlined in their comment letter Revised April 27, 2015 have been addressed in the revised plans dated April 28, 2015 with the following exceptions which must be addressed prior to the signing of the plans.

1. The applicant has submitted an unsealed survey. The Applicant must submit a signed and sealed survey to the Zoning Board Engineer and City for the record. The survey should indicate existing building and curb grades at each building corner and property lines. All elevations must be in NAVD 1988. **Addressed**
2. The survey should indicate existing Base Flood Elevation is 9.0. The survey must also the Advisory base flood elevation (ABFE = 12.0 NAVD 1988). The building and curb grades at each building corner and property and curb lines should also be added to the site. **Addressed**
3. The FEMA ADVISORY BASE FLOOD ELEVATION 12.0 NAVD 1988 has been adopted in this part of the City by the Governor by Executive Order in January 2013 and therefore must be adhered to until FEMA finalizes the Flood elevations for the City. The city's current ordinance requires that the lowest structural floor member to be 1 foot above ABFE which would require the first floor to be placed at approximately elevation 14.0. Flood Elevations for the Lowest Occupied



Floor should also be called out on the plans. The ground floor elevation is called out on plan sheet Z2.1 as 11.44 this is less than the ABFE which is 12.0. The City Zoning officer has indicated that, due to the nature of the changes, this floor can remain at elevation 11.44. **Addressed.**

4. Please provide an elevation certification with application to verify flooding jurisdiction. **Addressed.**
5. The Site appears to be below the Base Flood Elevation. Due to this fact, the applicant must comply with all the State (NJDEP), Federal (FEMA) and Local regulations. Specifically Chapter 104-17 of the Hoboken Ordinances and NJAC 7:13. **Addressed with the City Flood Plain Manager.**
6. The applicant shows new lighting on the front of the building. Details must be provided showing type and wattage with isolux intensities shown on the plan. The mounted height of fixtures should be depicted on the plans. The lighting intensities shown on the plans shows 0.3 fc on the sidewalk, this is not bright enough for a pedestrian sidewalk. If the applicants architect feels that the street light provides a safe level of illumination a note should be added to the plans indicating this. **Addressed.**
7. The applicant proposes to replace the existing sidewalk but is proposing to keep the existing curb. Comment 12 of my December 2, 2014 review indicated that the curb and sidewalk should be replaced. The curb is partly concrete and partly bluestone. The bluestone curb on the north end is broken and should be replaced. The existing curbs to the north and south are concrete and leaving a 5 foot section of bluestone does would be inconsistent with the properties on both sides of the applicant's property. **Addressed.**
8. A full depth pavement repair strip and utility trench detail in accordance with City Standards should be shown on the site plan for all underground utility connections. If new utility connections are proposed a utility trench detail should be shown on the site plans. **Addressed.**
9. Please remove all proposed changes from the survey included in the plan set. All proposed work must be shown in a complete site plan that shows the proposed building and street changes. **Addressed.**

In addition to the items listed above, the following documents should be provided to the City Zoning Officer prior to issuing a Construction Permit;

1. An Individual Flood Hazard Area Permit or jurisdictional determination from NJDEP for proposed buildings below the Advisory Base Flood Elevation. **Addressed through the City Flood Plain Manager.**
2. The applicant must provide proof of will serve letters from the applicable public and private utility companies. **Addressed.**

Resolution conditions not addressed;

1. Item 6 has not been addressed: The applicant is to plant a street tree, unless the Shade Tree Commission determines that a tree cannot be planted in this location. If the shade tree commission has indicated that a tree is not advisable in this area, a copy of the letter from the shade tree commission should be submitted to the board. **Addressed. The applicant has added a street to their plans and will confirm the type and size with the shade tree commission.**

153 3rd St
Zoning Board of Adjustment
December 3, 2014
Revised March 16, 2015
Revised April 27, 2015
Page 3



Public Improvements, Bonds, and Escrow

1. The following references On and Off Tract Improvements in the City of Hoboken:
 - a. §196-63.1 (A) of the City of Hoboken Code states that "where the agency having jurisdiction determines that off-tract improvements are necessary for the proper development and use of the proposed site or subdivision and the surrounding area, it may require either that such off-tract improvements be installed or that the developer contribute to the installation of such off-tract improvements."
 - b. Section 40:55D-35 of the Municipal Land Use Law regarding Off-Tract Improvements states that "Before any such permit shall be issued, such street shall have been certified to be suitably improved to the satisfaction of the governing body or such suitable improvement shall have been assured by means of a performance guarantee in accordance with standards and specifications for road improvements approved by the governing body."

The applicant has addressed all items in the engineering memos and the resolution conditions.

If you have any questions, please do not hesitate to contact me.

Sincerely,

H2M ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'Jeffrey C. Marsden'.

Jeffrey C. Marsden, P.E., P.P., C.M.E.
Civil Department Manager

JCM:afw

c: Pat Carcone – email only
Ann Holtzman – email only
Eileen Banyra – email only
Dennis Galvin, Esq.
Stephen Spector, Esq. Attorney
Jeffrey and Paulette Dworzanski - Applicant



architects + engineers

119 Cherry Hill Road, Ste 200 tel 862.207.5900
Parsippany, NJ 07054 fax 973.334.0507

ENGINEERING COST OPINION PERFORMANCE BOND ESTIMATE

Property Address
153 3rd Street, Hoboken NJ

Date: 5/4/2015

H2M Project No.
HOBZ-1426

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Concrete Sidewalk 4" Thick	28.8	SY	\$ 55.00	\$ 1,584.00
2	9"x18" Concrete Vert. Curb	20	LF	\$ 35.00	\$ 700.00
3	Shade Tree 3" Cal	1	UN	\$ 550.00	\$ 550.00
4	Sawcutting	106	LF	\$ 3.50	\$ 371.00
5	HMA Surface Crs. 9.5M64 2" Thick (Serv. Lat)	2.5	Ton	\$ 100.00	\$ 250.00
6	HMA Base Crs 19M64 6"Thick (Serv Lat)	7.7	Ton	\$ 90.00	\$ 693.00
7	4"DGA Pavement Repair (Service Lat)	22	SY	\$ 3.50	\$ 77.00
8	Tree Grate	1	UN	\$ 1,300.00	\$ 1,300.00
Subtotal:					\$ 5,525.00
Performance Guarantee at 120% Subtotal:					\$ 6,630.00
Engineering Inspection Escrow greater of 5% construction cost or \$500:					\$ 500.00

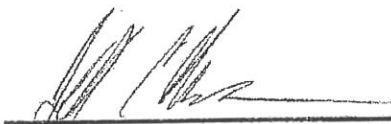
Project Development Municipal Pavement Contribution - Roadway Half Width

Roadway Information

Width 28

Length 20

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Milling 2"-3"	31	SY	\$ 6.00	\$ 186.00
2	HMA Surface Crs. 9.5M64 2" Thick	4	Ton	\$ 100.00	\$ 370.00
Total Contribution:					\$ 556.00


Jeffrey C. Marsden P.E. NJ 32461

DATE PRINTED: 5/4/2015

PAGE: 1
www.h2m.com

RESOLUTION OF APPROVAL

APPLICATION OF JEFFREY AND PAULETTE DWORZANSKI

IN THE MATTER OF : ZONING BOARD OF ADJUSTMENT
JEFFREY AND PAULETTE : CITY OF HOBOKEN
DWORZANSKI : BLOCK 189, LOT 26.1
: 153 3RD STREET

WHEREAS, Jeffrey and Paulette Dworzanski have requested variances pursuant to N.J.S.A. 40:55D-70(c)(1) and (c)(2). The applicant is seeking approval for the expansion of a structure on a non-conforming lot with the intent to construct a vertical addition to the existing structure on the property located at Block 189, Lot 26.1, on the tax map of the City of Hoboken, being commonly known as 153 3rd Street, Hoboken, New Jersey and said premises being in the R-1 Zone; and

WHEREAS, the Board held a public hearing on said application on December 9, 2014; and

WHEREAS, the applicant has provided adequate notice of the application and the hearing in accordance with N.J.S.A. 40:55D-12; and

WHEREAS, the applicant was represented by Counsel, Stephen R. Spector, Esquire; and

WHEREAS, the Board has heard the testimony and evidence presented by the applicant, and has received comments from the public.

NOW, THEREFORE BE IT RESOLVED, that the Board of Adjustment of the City of Hoboken, County of Hudson and State of New Jersey, made the following findings of fact:

1. The Board found the application complete.
2. According to the application, the applicant is seeking the following variances:
 - A. For an expansion of a non-conforming structure as the applicant is adding a story to create a 3-story building, whereas only 2-stories are permitted.
 - B. For a front yard setback of 0 feet, whereas 5-10 feet is required.

F. The proposed 3-story building will be consistent with the rest of the block and there will not be any negative impacts.

G. The applicant agreed to plant a street tree if it is possible.

6. Michael Caracappa, of 615 Bloomfield Street, who owns the property adjacent to the applicant, is in support of the application and stated that he thought the proposed proposal would be an improvement to the block.
7. The Board determined that because of the undersized lot, the applicant does have a hardship in making any improvements to the functionality of the existing house.
8. The Board found that changing the façade from a siding to a brick façade and adding an additional story will be an aesthetic improvement and found that the house will fit in with the rest of the neighborhood.
9. The Board found that the roof deck will not have a negative impact on the neighbors as it will not be visible since there are no windows on the adjacent properties.
10. There are no substantial negative impacts arising from this proposal because the addition to the building will not impinge on the light, air, or privacy of the surrounding property owners.
11. The benefits of this proposal outweigh its detriments.

CONCLUSIONS OF LAW:

WHEREAS, the Board has determined that the application has met the requirements of N.J.S.A. 40:55D-7(c)(1) because the Board determined that the small lot is a hardship for the applicant. The addition will improve the functionality of the house as described in N.J.S.A. 40:55D-2 (a) "To encourage municipal action to guide the appropriate use or development of all lands in this State, in a manner which will promote the public health, safety, morals, and general welfare;" and

WHEREAS, the Board, after careful deliberation, found that this application has met the requirements of N.J.S.A. 40:55D-70 (c)(2)

because the Board determined that the building will be an aesthetic improvement and will fit in with the rest of the neighborhood as described in N.J.S.A. 40:55D-2 (i) "To promote a desirable visual environment through creative development techniques and good civic design and arrangement;" and

WHEREAS, the Board has determined that the relief sought can be granted without a substantial negative impact, provided all conditions of approval are satisfied or met; and

WHEREAS, the Board has determined that the relief sought does not impair the intent and purpose of the Master Plan or Zoning Ordinance of the City of Hoboken.

NOW, THEREFORE, BE IT RESOLVED by the Board of Adjustment of the City of Hoboken, in the County of Hudson and State of New Jersey, on the 9th day of December 2014, upon a motion made by Philip Cohen and seconded by Antonia Grana that the application of Jeffrey and Paulette Dworzanski be granted, subject to the following terms and conditions:

1. The applicant shall be bound by all exhibits introduced, all representations made and all testimony given before the Board at its meeting of December 9, 2014.
2. The applicant shall provide all required Site Performance Bond and Inspection Fees in accordance with the Municipal Ordinance.
3. The applicant shall be responsible for obtaining any other approvals or permits from other governmental agencies, as may be required by law, including but not limited to the Municipality's and State's affordable housing regulations; and the applicant shall comply with any requirements or conditions of such approvals or permits.
4. The applicant must comply with the Development Fee Ordinance of the City of Hoboken, if applicable, which Ordinance is intended to generate revenue to facilitate the provision of affordable housing.
5. This approval is subject to the applicant's continuing obligation to ensure that the fees generated on this application by the Board's Planner, Engineer, and Attorney are fully paid prior to the issuance of a building permit and/or the issuance of the Certificate of Occupancy.

6. The applicant is to plant a street tree, unless the Shade Tree Commission determines that a tree cannot be planted in this location.
7. Publication of a notice of this decision must be published by the applicant in one of the City's officially designated newspapers. A copy of the published notice shall be provided to the Board's Secretary no later than 30 days from the date of memorialization.

IN FAVOR: Elliot Greene; Philip Cohen; Michael DeFusco; Owen McAnuff; Carol Marsh; Diane Fizmyer Murphy; James Aibel

OPPOSED: None

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the applicant, Zoning Officer, and Tax Office of the City of Hoboken


James Aibel, Chairman
Hoboken Zoning Board of Adjustment

CERTIFICATION

It is hereby certified the attached is a true copy of the Resolution approved December 9, 2014, and duly adopted as to form by the Zoning Board at its regular meeting on January 20, 2015.


Patricia Carcone, Secretary
Hoboken Zoning Board of Adjustment

CDJ

INTRODUCED BY: [Signature]
SECONDED BY: [Signature]

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION TO PARTICIPATE IN THE SUSTAINABLE JERSEY
SOLAR CHALLENGE PROGRAM**

WHEREAS, the City of Hoboken strives to build a community that is economically, environmentally, and socially sustainable; a community which will thrive well into the new century; and,

WHEREAS, the City of Hoboken wishes to support and promote sustainable community initiatives that are easy to replicate and affordable to implement; and,

WHEREAS, the State of New Jersey has been a national leader in recognizing and encouraging the use of solar energy; and,

WHEREAS, sunlight is a 100% clean and renewable source of energy and is one of the fastest growing renewable energy alternatives in the United States; and,

WHEREAS, the use of solar energy is one of the most impactful strategies available for reducing greenhouse gas emissions and making Hoboken's energy supply more sustainable; and,

WHEREAS, in addition to environmental value, solar energy brings numerous economic, social, and health benefits, as well as the creation of local jobs; and,

WHEREAS, the United States Department of Energy's SunShot Initiative supports the development and deployment of online solar marketplaces, including EnergySage; and,

WHEREAS, the EnergySage interactive web-based marketing platform can bring residents and businesses in Hoboken together with multiple solar installers, providing an opportunity for comparison shopping for solar installations; and,

WHEREAS, Sustainable Jersey partnered with EnergySage to create the Sustainable Jersey Solar Challenge and has invited municipalities to participate in this program, which will provide support in developing and promoting a solar energy outreach campaign in Hoboken.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hoboken, resolves as follows:

1. The City of Hoboken does hereby agree to participate in the Sustainable Jersey Solar Challenge program if selected to participate; and,
2. The City of Hoboken will provide one (1) mailing to residents and businesses in Hoboken regarding the Sustainable Jersey Solar Challenge if selected; and,

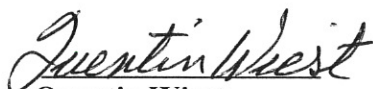
which will be incorporated into the City newsletter

3. The City of Hoboken authorizes Jennifer Gonzalez, Principal Planner, to serve as the staff liaison for the Sustainable Jersey Solar Challenge for the duration of the local campaign; and,
4. The City of Hoboken recognizes the Hoboken Green Team as the Local Campaign Team for the Sustainable Jersey Solar Challenge; and,
5. The City of Hoboken approves the attached application to participate in the Sustainable Jersey Solar Challenge program; and,
6. This Resolution shall be effective immediately.

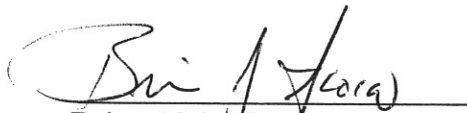
MEETING DATE: September 7, 2016

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravi Bhalla	✓			
Peter Cunningham	✓			
Michael DeFusco	✓			
James Doyle	✓			
Tiffany Fisher	✓			
David Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo	✓			
Jen Giattino, Council President	✓			

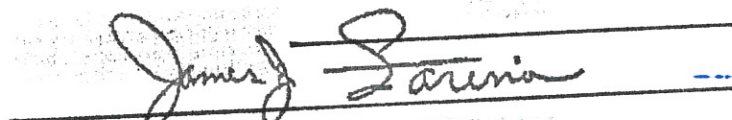
APPROVED BY:


Quentin Wiest
 Business Administrator

APPROVED AS TO FORM:


Brian Aloia, Esq.
 Corporation Counsel

A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: **SEP 07 2016**


CITY CLERK



SUSTAINABLE JERSEY SOLAR CHALLENGE

Join the Sustainable Jersey Solar Challenge

Sustainable Jersey is partnering with EnergySage to invite municipalities to participate in a new program to promote adoption of solar energy in their communities. The Sustainable Jersey Solar Challenge is designed to provide a simple, cost effective way for municipalities to engage homeowners and small businesses in adopting solar. The eight-month community-led program takes advantage of an online marketplace and a suite of locally-branded social media marketing tools to spread the word in the community about solar.

The Solar Challenge takes advantage of Sustainable Jersey's partnership with EnergySage, an online solar marketplace developed with the support of the U.S. Department of Energy. The EnergySage web-based interface offers consumers online comparison-shopping, providing an experience similar to buying an auto online. Because the online solar marketplace is open to all solar vendors who meet the EnergySage vetting criteria, consumers have access to multiple high quality contractors. More information about EnergySage is available [here](#).

Participating communities will be featured on the Sustainable Jersey Solar Challenge website, which will track the number of solar installation contracts that have been executed by local homeowners and businesses through the online marketplace. The program will run from October 2016 through May 2017. The community with the highest number of signed contracts for solar installations by the conclusion of the program (based proportionally on number of households and businesses in each community) will win a \$10,000 award that can be used for an energy related project in their community.

Benefits of Participation

Participating communities in the Solar Challenge receive:

- A \$3,000 grant and technical support to set up a local Solar Challenge
- A custom online solar marketplace dedicated to each community and its local program
- Pre-designed customizable marketing materials (email templates, brochures)
- Opportunity to earn Sustainable Jersey points toward certification
- Eligibility to win a \$10,000 award for the local Solar Challenge campaign that achieves the highest number of solar contracts
- The satisfaction of knowing the community did something to combat climate change while making it easier for members of the community to get solar power

Application Information

Ten municipalities will be selected to participate in the Sustainable Jersey Solar Challenge to compete for the \$10,000 award. Local Solar Challenge Campaigns will launch in October 2016 and run through May 2017.

Application Deadline: Friday, August 26, 2016 at 11:59pm

- Application & Information Packet

Recipient Announcement Date: September 2, 2016

INFORMATIONAL WEBINAR

An informational webinar was held July 20 to learn more about the program and how to apply. You can access the recording and presentations [HERE](#).

Technical Support

Questions regarding this opportunity should be directed to Nancy Quirk at quirkn@tcnj.edu or 609-771-2902. We encourage you to reach out with questions and will be available to help with **all phases** of the application process.

This opportunity is in partnership with:



C08

INTRODUCED BY: _____

SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING CHANGE ORDER TO THE CONTRACT WITH FLANAGAN'S CONTRACTING GROUP FOR HOBOKEN BLOCK 12 PARK (BID NO. 16-03), FOR CHANGE ORDERS #3 AND #7, IN AN INCREASED AMOUNT NOT TO EXCEED \$49,592.40, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$4,957,159.90.

WHEREAS, the City of Hoboken requires additional unforeseen goods and services under the contract to Flanagan's Contracting Group for the Hoboken Block 12 Park Project (Bid No. 16-03); and,

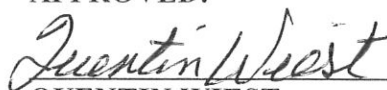
WHEREAS, in accordance with the direction of the Administration, the City Council is asked to Award Change Orders #3 and #7 to the contract for Hoboken Block 12 Park Project to Flanagan's Contracting Group, Inc. as delineated in the attached Contract Modification Proposals prepared by Suburban Consulting, for a total increase in the contract amount of **Forty Nine Thousand Five Hundred Ninety Two Dollars and Forty Cents (\$49,592.40)**, for a total amended not to exceed amount of **Four Million Nine Hundred Fifty Seven Thousand One Hundred Fifty Nine Dollars and Ninety Cents (\$4,957,159.90)**.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that Change Order One for contract modifications #3 and #7 shall be awarded as delineated above in the amount of **Forty Nine Thousand Five Hundred Ninety Two Dollars and Forty Cents (\$49,592.40)** in accordance with Suburban Consulting's Contract Modification Proposals attached hereto, and:

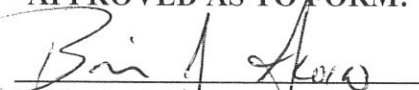
1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the referenced proposals shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary hereafter shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.

Meeting date: September 7, 2016

APPROVED:


QUENTIN WIEST

APPROVED AS TO FORM:


BRIAN ALOJA, ESQ.

BUSINESS ADMINISTRATOR

CORPORATION COUNSEL

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

CERTIFICATION OF FUNDSRESOLUTION TITLE:

RESOLUTION AWARDING CHANGE ORDER ONE TO THE CONTRACT TO FLANAGAN'S CONTRACTING GROUP FOR HOBOKEN BLOCK 12 PARK (BID NO. 16-03), AS CHANGE ORDERS NUMBER 3 AND 7, IN AN INCREASED AMOUNT NOT TO EXCEED \$49,592.40 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$4,957,159.90.

AMOUNT TO BE CERTIFIED:

\$49,592.40

ACCOUNT NUMBER TO CERTIFY FROM:

C-04-60-715-311

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$49,592.40 is available in the following appropriation: C-04-60-715-311; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: George DeStefano, George DeStefano, CFO

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

SEP 07 2016

James J. Savino
CITY CLERK

September 7, 2016
09:21 AM

CITY OF HOBOKEN
Budget Entry Verification Listing

Page No: 1

Batch Id: GDS Batch Date: 09/07/16 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
C-04-60-715-311 Z-370 CONSTRUCT SOUTHWEST RESIL. PARK	Encumbrance	CFO CERT MEETING 09/07/2016 FLANAGANS	49,592.40	1

September 7, 2016
09:21 AM

CITY OF HOBOKEN
Budget Entry Verification Listing

Page No: 2

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	49,592.40
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	49,592.40

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	49,592.40
Total:	1	49,592.40

There are NO errors in this listing.

September 7, 2016
09:21 AM

CITY OF HOBOKEN
Budget Batch Update/Posting Report

Page No: 1

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	49,592.40

Batch: GDS Updated Entries: 1 Updated Amount: 49,592.40 Ref Num: 4343

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

1. ISSUING OFFICE Suburban Consulting	2. PROJECT NO. Bid 16-03	3. CONTRACT NO.	4. MODIFICATION NO. 7										
5. TO (CONTRACTOR) Flanagans Contracting Group Inc. 90 Old Camplain Rd, Hillsborough NJ 08844		6. PROJECT LOCATION AND DESCRIPTION Hoboken Southwest Block 12 Park 57 Harrison St, Hoboken New Jersey											
<p>7. A proposal is required for making the hereinafter described change in accordance with specification and drawing revisions cited herein or listed in attachment hereto. Submit your proposal in space indicated on page 2, attach detailed breakdown of prime and sub-contract costs (See the clause of this contract entitled, "Changes". DO NOT start work under this proposed change until you receive a copy signed by the Contracting Officer or a directive to proceed).</p>													
Date	Type Name and Title	Signature											
<p>8. DESCRIPTION OF CHANGE: Pursuant to the clause of this contract covering changes, the contractor shall furnish all labor and material, and all work necessary to accomplish the following described work:</p> <p style="margin-left: 40px;">A monitoring well was discovered on the site during demolition operations. It was found to be from a 2015 study for the New Jersey Department of Environmental Protection for monitoring flood and water allocation. This was installed after the survey for the project. Once confirmed it was no longer needed, a licensed well contractor remover the well.</p>													
<p>As a result of the above, the contract price is revised as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">ITEM NO.</th> <th style="text-align: left; border-bottom: 1px solid black;">ITEM DESCRIPTION</th> <th style="text-align: center; border-bottom: 1px solid black;">UNIT PRICE</th> <th style="text-align: center; border-bottom: 1px solid black;">ESTIMATED QUANTITY</th> <th style="text-align: center; border-bottom: 1px solid black;">TOTAL COST</th> </tr> </thead> <tbody> <tr> <td colspan="5" style="height: 100px;"></td> </tr> </tbody> </table>				ITEM NO.	ITEM DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL COST					
ITEM NO.	ITEM DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL COST									
<p>TOTAL COST OF THIS MODIFICATION \$ 729.30</p>													
<p>The contract time is hereby: increase <input checked="" type="checkbox"/> decrease <input type="checkbox"/> or remains the same <input type="checkbox"/> by _____ calendar days as a result of this modification.</p>													
<p>The foregoing modification is hereby accepted:</p>													
CONTRACTOR	OWNER	(NJPE SEAL)	ENGINEER										
BY: _____	BY: _____	BY: _____											
DATE: _____	DATE: _____	DATE: _____											
<p>APPROVAL:</p>													
STATE OF NEW JERSEY		DATE											

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

9. ISSUING OFFICE Suburban Consulting	10. PROJECT NO. Bid No. 16-03	11. CONTRACT NO.	12. MODIFICATION NO. 7
13. CONTRACTOR'S PROPOSAL – CHANGE IN CONTRACT PRICE (Detailed breakdown, attach additional sheets as necessary)			
(Proposed)			
See attached			
NET INCREASE \$ 729.30	NET DECREASE \$		CALENDER DAYS INCREASE 0 DAYS
DATE:	TYPE NAME AND TITLE:		SIGNATURE:

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

14. ISSUING OFFICE & PROJECT NO.	15. CONTRACT NO.	16. MODIFICATION NO.						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 55%;">17. ORIGINAL CONTRACT BID PRICE</td> <td style="width: 45%; text-align: right;">\$ <u>4,907,567.50</u></td> </tr> <tr> <td>TOTAL OF PREVIOUS CHANGE ORDERS</td> <td style="text-align: right;">\$ <u>62,363.10</u></td> </tr> <tr> <td>TOTAL CONTRACT COST INCLUDING CHANGE ORDERS ...</td> <td style="text-align: right;">\$ <u>4,970,659.40</u></td> </tr> </table>			17. ORIGINAL CONTRACT BID PRICE	\$ <u>4,907,567.50</u>	TOTAL OF PREVIOUS CHANGE ORDERS	\$ <u>62,363.10</u>	TOTAL CONTRACT COST INCLUDING CHANGE ORDERS ...	\$ <u>4,970,659.40</u>
17. ORIGINAL CONTRACT BID PRICE	\$ <u>4,907,567.50</u>							
TOTAL OF PREVIOUS CHANGE ORDERS	\$ <u>62,363.10</u>							
TOTAL CONTRACT COST INCLUDING CHANGE ORDERS ...	\$ <u>4,970,659.40</u>							
18. NECESSITY FOR CHANGE AND REASON FOR OMISSION FROM PLANS AND SPECIFICATIONS:								
19. OTHER IMPACTS RESULTANT OF THIS CHANGE:								
20. RESUME OF NEGOTIATIONS OR RECOMMENDATIONS (Loanee's Representative) :								
DATE:	TYPE NAME AND TITLE OF LOANEE'S REPRESENTATIVE:	SIGNATURE:						



61A Chimney Rock Road, Bridgewater, NJ 08807
Telephone: (908) 722-4266 Toll Free: (800) 242-6648 Fax: (732) 356-1009
www.summitdrilling.com

C.O.#7

Company: Flanagan's Contracting Group, Inc.
90 Old Camplain Road
Hillsborough, NJ 08844

Proposal No: P0006
Terms: N120
Date: 7/28/2016
Attention: Robert Flanagan
Your e-mail:
Phone No: 908-429-1400
Office: Hillsborough, NJ

Job Site: Hoboken City

Scope:
Abandon in - place (1) 20' Deep 2" PVC Monitoring well as per N.J.A.c 7:9D regulations
Submit well decommissioning report

	Estimated Quantity	Unit	Unit Price	Extended Total
Abandon (1) 20' deep 2" PVC well and submit decommissioning report	1	Lump Sum	\$650.00	\$650.00

10% 65 -

\$ 715.00

20% Bond 14.30

\$ 729.30

Approximate Total \$650.00

Summit's invoice to be paid when you receive payment from your client, but not to exceed the terms stated above. A finance charge of 1-1/2% will be applied to the unpaid balance after terms stated. In the event Summit is required to institute legal action in order to recover any monies due and owing under this agreement, it is agreed and understood that Summit will be entitled to collect reasonable attorney fees and costs of suit. The parties agree to New Jersey jurisdiction, and any applicable New Jersey Court (s) as to venue, in connection with any dispute or suit.

Daily rate subject to change for Level A, B, C protection. Client assumes all responsibility for all underground markouts. This proposal is good for 60 days.

Flanagan's Contracting Group, Inc.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and accepted. You are authorized to do the work as specified. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of acceptance: _____
Your signature: _____

Summit Drilling Co. Inc.

By

Roger Logel

rlogel@summitdrilling.com

C.O.# 7

Hoboken SW Block 12 Park
Monitoring Well Abandonment
NOC # 5
7/28/2016

Subtotal: \$ 778.64
15%: \$ 895.44
10%: \$ 984.98
Subcontractors: \$ 715.00
2% Bonding: \$ 1,733.98
Total: \$ 1,733.98

Labor	Rate	HRS	ST.
Laborer Foreman	\$ 97.33	8	\$ 778.64
Laborer	\$ 94.08	0	\$ -
Laborer Foreman Overtime	\$ 127.64	0	\$ -
Laborer Overtime	\$ 122.77	0	\$ -
Operator A Rate	\$ 116.48	0	\$ -
Operator Overtime	\$ 174.72	0	\$ -
		ST	\$ 778.64

Subcontractor
Summit Well

\$ 650.00
ST \$ 650.00
10%: \$ 715.00
ST \$ 715.00

Equipment

Hours	Rate
0	\$ -
ST	\$ -

Materials

ST \$ -

DWR
12/08

New Jersey Department of Environmental Protection
Division of Water Supply - Bureau of Water Systems and Well Permitting

WELL DECOMMISSIONING REPORT

MAIL TO: Bureau of Water Systems and Well Permitting
PO Box 426
Trenton, NJ 08625-0426

WELL PERMIT # P201000652
of well decommissioned

DATE WELL DECOMMISSIONED 5/11/2015

PROPERTY OWNER: Jersey City Redevelopment Agency

Company/Organization: Jersey City Redevelopment Agency

Mailing Address: 30 Montgomery St Jersey City NJ 07097

FACILITY/LOCATION NAME:

Location Description: 173ft North of Woodward St : 333ft South of Garfield Ave

Well Address: 75 Woodward St Jersey City NJ 07097

County: Hudson Municipality: Jersey City Lot: .2 Block: 2040

Easting (X): 664299 Northing (Y): 612076

(NAD 83 Horizontal Datum) NJ State Plane in US Survey Feet

Method: ☐ Survey ☐ Digital Image ☒ GPS

Was a New Well Drilled? ☐ Yes ☒ No

Permit # of New Well: _____

WELL USE: monitoring

Reason for Decommissioning: No longer in use

WELL DECOMMISSIONING INFORMATION

Well Depth (ft.): 14

Local ID: MW-9-1

	Depth to Top (ft.)	Depth to Bottom (ft.)	Diameter (inches)	Left in Place?	Material	Wgt./Rating or Screen Slot # (lbs/sch no.)
Borehole(s)	0	14	12			
Single/Inner Casing	0	4	4	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	PVC	Sch40
Middle Casing/Tail Piece				<input type="checkbox"/> Y <input type="checkbox"/> N		
Outer Casing				<input type="checkbox"/> Y <input type="checkbox"/> N		
Screen(s)	4	14	4	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	PVC	.010

MATERIALS USED TO DECOMMISSION WELL

	Depth to Top (ft.)	Depth to Bottom (ft.)	Outer Diameter (in.)	Inner Diameter (in.)	Material		
					Bentonite (lbs.)	Neat Cement (lbs.)	Water (gal.)
Grout	0	14	4	0		94	5
Gravel Pack							

Formation Type: ☐ Consolidated ☒ Unconsolidated

ADDITIONAL INFORMATION

Obstructions: ☐ Yes ☒ No

Authorization Official: _____

Obstruction Type: _____

Authorization Number: _____

Alt. Decomm. Method/Approval granted by BWSWP? ☐ Yes ☒ No

Authorization Date: _____

Method Used TREMIE

Drilling Company Name & Address: Summit Drilling Co., Inc. 81A Chimney Rock Rd. Bridgewater, NJ 08807

I certify that this well was decommissioned in accordance with N.J.A.C. 7:9D-3 et seq.

Travis Kreilick

Name Of Licensed Well Driller
Performing Work (Print or Type)

Signature of NJ Licensed Well Driller Performing Work

616894

Registration #

MONITORING WELL RECORD

PROPERTY OWNER: CITY OF HOBOKEN CITY OF HOBOKEN

Company/Organization: City of Hoboken

Address: 94 Washington St. Hoboken, New Jersey 07030

WELL LOCATION: City of Hoboken

Address: 57 Harrison Street

County: Hudson Municipality: Hoboken City Lot: 1 Block: 12

Easting (X): 618926 Northing (Y): 693942
Coordinate System: NJ State Plane (NAD83) - USFEET

DATE WELL STARTED: August 27, 2015

DATE WELL COMPLETED: August 27, 2015

WELL USE: MONITORING

Other Use(s): _____ Local ID: GW-1

WELL CONSTRUCTION

Total Depth Drilled (ft.): 20 Finished Well Depth (ft.): 20 Well Surface: Flush Mount

	Depth to Top (ft.)	Depth to Bottom (ft.)	Diameter (inches)	Material	Wgt/Rate/Screen # Used (lbs/ch no.)
Borehole	0	20	6		
Casing	0	5	2	PVC	Sch. 40
Screen	5	20	2	PVC	.020 Slot

	Depth to Top (ft.)	Depth to Bottom (ft.)	Outer Diameter (in.)	Inner Diameter (in.)	Material		
					Bentonite (lbs.)	Neat Cement (lbs.)	Water (gal.)
Grout	0	3	6	2		41	2
Gravel Pack	3	20	6	2	#1 Well Gravel		

Grouting Method: Gravity method

Drilling Method: Mud Rotary

ADDITIONAL INFORMATION

Protective Casing: No
Static Water Level: 9 ft. below land surface
Water Level Measure Tool: tape measure
Well Development Period: .25 hrs.
Method of Development: 2" whale pump
Pump Type:

Pump Capacity: gpm
Total Design Head: ft.
Drilling Fluid:
Drill Rig: cme 75
Health and Safety Plan Submitted? No

ATTACHMENTS:

GEOLOGIC LOG

0 - 20: brown SP - Poorly graded sands and gravelly sands, little or no fines some gravel, some silt

ADDITIONAL INFORMATION:

Driller of Record: Dave Cooke,
MONITORING LICENSE # 592803

Company: CRAIG TEST BORING CO INC

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

1. ISSUING OFFICE Suburban Consulting	2. PROJECT NO. Bid 16-03	3. CONTRACT NO. BID NO. 16-03	4. MODIFICATION NO. 3										
5. TO (CONTRACTOR) Flanagans Contracting Group Inc. 90 Old Camplain Rd, Hillsborough NJ 08844		6. PROJECT LOCATION AND DESCRIPTION Hoboken Southwest Block 12 Park 57 Harrison St, Hoboken New Jersey											
<p>7. A proposal is required for making the hereinafter described change in accordance with specification and drawing revisions cited herein or listed in attachment hereto. Submit your proposal in space indicated on page 2, attach detailed breakdown of prime and sub-contract costs (See the clause of this contract entitled, "Changes". DO NOT start work under this proposed change until you receive a copy signed by the Contracting Officer or a directive to proceed).</p>													
Date	Type Name and Title	Signature											
<p>8. DESCRIPTION OF CHANGE: Pursuant to the clause of this contract covering changes, the contractor shall furnish all labor and material, and all work necessary to accomplish the following described work:</p> <p>The plans and specification list 2 types of drainage pipe materials to be used on the green infrastructure system. The material of drainage pipe to be used in the public right-of-way needs to meet Department of Transportation requirements. The contract plans called for a different class of materials.</p>													
<p>As a result of the above, the contract price is revised as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">ITEM NO.</th> <th style="text-align: left; border-bottom: 1px solid black;">ITEM DESCRIPTION</th> <th style="text-align: left; border-bottom: 1px solid black;">UNIT PRICE</th> <th style="text-align: left; border-bottom: 1px solid black;">ESTIMATED QUANTITY</th> <th style="text-align: left; border-bottom: 1px solid black;">TOTAL COST</th> </tr> </thead> <tbody> <tr> <td>N/A</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				ITEM NO.	ITEM DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL COST	N/A				
ITEM NO.	ITEM DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL COST									
N/A													
<p>TOTAL COST OF THIS MODIFICATION \$48,863.10</p>													
<p>The contract time is hereby: increase <input checked="" type="checkbox"/> decrease <input type="checkbox"/> or remains the same <input type="checkbox"/> by _____ calendar days as a result of this modification.</p>													
<p>The foregoing modification is hereby accepted:</p>													
CONTRACTOR	OWNER	(NJPE SEAL)	ENGINEER										
BY: _____	BY: _____	BY: _____											
DATE: _____	DATE: _____	DATE: _____											
<p>APPROVAL:</p>													
STATE OF NEW JERSEY		DATE											

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

9. ISSUING OFFICE Suburban Consulting	10. PROJECT NO. Bid 16-03	11. CONTRACT NO.	12. MODIFICATION NO. 3
13. CONTRACTOR'S PROPOSAL – CHANGE IN CONTRACT PRICE (Detailed breakdown, attach additional sheets as necessary)			
<p>(Proposed)</p> <p>See Attached</p>			
NET INCREASE \$ <u>48,863.10</u>		NET DECREASE \$ _____	
DATE:		SIGNATURE:	
TYPE NAME AND TITLE:		CALENDER DAYS INCREASE <u>0</u> DAYS	

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

14. ISSUING OFFICE & PROJECT NO. Suburban Consulting Engineers	15. CONTRACT NO. Bid No. 16-03	16. MODIFICATION NO. 3
17. ORIGINAL CONTRACT BID PRICE \$ <u>4,907,567.50</u> TOTAL OF PREVIOUS CHANGE ORDERS \$ <u>13,500.00</u> TOTAL CONTRACT COST INCLUDING CHANGE ORDERS ... \$ <u>4,969,930.10</u>		
18. NECESSITY FOR CHANGE AND REASON FOR OMISSION FROM PLANS AND SPECIFICATIONS: Meet DOT requirements for Roadway & Bridge Construction.		
19. OTHER IMPACTS RESULTANT OF THIS CHANGE:		
20. RESUME OF NEGOTIATIONS OR RECOMMENDATIONS (Loanee's Representative) :		
DATE:	TYPE NAME AND TITLE OF LOANEE'S REPRESENTATIVE:	SIGNATURE:

C.O. # 3

		SOUTHWEST BLOCK 12 PARK, HOBOKEN NJ			
		DUCTILE , RCP PIPE ROAD TIE INS			
		PCO #001			
		8/4/2016			
		SUBCONTRACTOR			
		WILLIAM J GUARINI INC.			\$43,550.00
				10% O&P	\$4,355.00
				2% BOND	\$958.10
					\$48,863.10
		SAWCUT PAVEMENT,PAVEMENT RESORATION,DISPOSAL OF SOIL AND MATERIALS COVERED BY CONTRACT PAY ITEM UNIT PRICES.			

WILLIAM J. GUARINI, INC.

132 Mallory Avenue
Jersey City, N.J. 07304
NJ State License #9961

Estimate

Info@guariniplumbing.com

201-656-1530

NAME / ADDRESS

Flanagan's Contracting Group Inc.
Robert Flanagan
90 Old Camplain Road
Hillsborough, NJ 08844

DATE

EST/INV NO.

8/3/2016

6729

Phone #

Fax #

201-656-1530

201-656-0293

Customer Phone

(908) 429-1400

QTY	DESCRIPTION	COST	TOTAL
	Re: Hoboken Park 1) Corner of Harrison & Park <i>PATERSON</i> Furnish and install 45 LF 15" rcp ✓ Furnish and install 17 LF 12" rcp ✓ Tie in existing MH as shown 2) Harrison St Furnish and install 56 LF 8" dip ✓ 3) Corner of Observer & Harrison Furnish & install 22 LF 12" rcp ✓ Furnish & install 13 LF 12" dip ✓ Tie into exist MH as shown 4) Corner of Jackson & Observer Furnish & install 34 LF 12" dip ✓ Furnish & install 7 LF 12" rcp ✓		

TOTAL

SIGNATURE

A monthly service charge of 1 1/2% will be added to accounts over 30 days. If collection costs are necessary, which includes but not limited to reasonable Attorney fees, filing fees and costs; the customer will be liable for all expenses.

WILLIAM J. GUARINI, INC.

132 Mallory Avenue
Jersey City, N.J. 07304
NJ State License #9961

Estimate

Info@guariniplumbing.com

201-656-1530

NAME / ADDRESS

Flanagan's Contracting Group Inc.
Robert Flanagan
90 Old Camplain Road
Hillsborough, NJ 08844

DATE

8/3/2016

EST/INV NO.

6729

Phone #

201-656-1530

Fax #

201-656-0293

Customer Phone

(908) 429-1400

QTY	DESCRIPTION	COST	TOTAL
	LABOR & MATERIAL * All wages will be at prevailing wage rate INCLUDES: All required labor, material, pipe and fittings All permits and inspections as required EXCLUDES: Over time labor Milling, paving, infrared asphalt repair Police for traffic control All excavation material & removals dumped onsite NJ Sales Tax 7% <i>NO SALES TAX EXEMPT</i> <i>INCLUDES TRENCH BACKFILL</i>	43,550.00	43,550.00T
		7.00%	3,048.50

TOTAL

\$46,598.50

SIGNATURE

43,550.00

A monthly service charge of 1 1/2% will be added to accounts over 30 days. If collection costs are necessary, which includes but not limited to reasonable Attorney fees, filing fees and costs; the customer will be liable for all expenses.

Peter Balnius

From: Robert Flanagan Jr <jr@flanagansinc.com>
Sent: Monday, August 22, 2016 4:04 PM
To: Peter Balnius
Cc: roger flanagan; bob flanagan
Subject: Re: Block 12- PCO # 4

Peter,

We confirmed the backfill is included.

Bob

On Fri, Aug 12, 2016 at 2:32 PM, Peter Balnius <pbalnius@suburbanconsulting.com> wrote:

Thanks Roger,

We're still working on this. Hoping to approve on Monday when Stephen returns. Can you confirm that the sewer sub for the pipe (roadway) is doing the contract inlets as well. And does the cost include trench backfill.

Thanks,

Peter-SCE

From: roger flanagan [<mailto:roger@flanagansinc.com>]
Sent: Wednesday, August 10, 2016 9:56 AM
To: Peter Balnius
Cc: Robert Flanagan Jr; bob flanagan
Subject: Re: Block 12- PCO # 4

Peter

After reading Article 12, I adjusted our quote accordingly to match the terms of the contract.

E1

INTRODUCED BY: TR

SECONDED BY: JP

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION AWARDING A CONTRACT TO MODERN GROUP LTD
FOR THE PURCHASE OF ONE (1) NEW AND UNUSED HYUDAI 45D-9
FORKLIFT IN ACCORDANCE WITH THE CITY'S BID NO. 16-17 IN
THE TOTAL NOT TO EXCEED AMOUNT OF \$55,419.82**

WHEREAS, three (3) bids were received for one (1) New and Unused Hyundai 45D-9 10,000 LBS capacity Forklift, as specified in Bid No. 16 - 17; and,

WHEREAS, three (3) bids were received, being:

<u>VENDOR</u>	<u>TOTAL BASE BID</u>	<u>COMMENTS</u>
1. Modern Group LTD 2501 Durham Road Bristol, PA 19007-6903	\$55,419.82	Complete Submission
2. Continental Lift Truck, Inc. 127 - 18 Foch Blvd. South Ozone Park, NY 11420	\$43,107.90	Unresponsive. No NJ BRC
3. Technology International Inc. 1349 S. International PKWY, Suite 2411 Lake Mary, FL 32746	\$63,600.00	Unresponsive. No NJ BRC

WHEREAS, the bid of Continental Truck Lift, Inc. was deemed unresponsive as it did not meet the requirements enumerated in Bid No. 16-17, specifically, the requirement that a valid New Jersey Business Registration Certificate be provided; and,

WHEREAS, pursuant to the recommendation of the Purchasing Agent (attached hereto), the City wishes to contract for the goods and services specified in Bid No. 16 - 17, and Modern Group LTD submitted the lowest, responsible, and responsive bid in the amount of \$55,419.82.

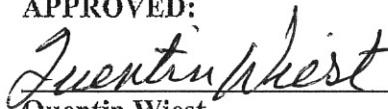
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hoboken, as follows:

- A. Modern Group LTD is hereby awarded a contract in accordance with the specifications set forth in Bid No. 16 - 17, for a total not to exceed amount of Fifty Five Thousand Four Hundred Nineteen Dollars and Eighty Two Cents (\$55,419.82) for one (1) new and unused Hyundai 45D-9 10,000 LBS Forklift.
- B. If the contract, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the project.

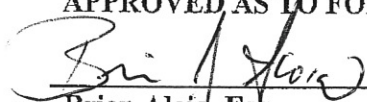
- C. The contract shall be in accordance with the terms of the specifications and the vendor's corresponding bid proposal documents. No exceptions were noted in the bid proposal, therefore, none will be accepted in performing obligations under the bid.
- D. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City Council.
- E. The Mayor or her agent is hereby authorized to enter into an Agreement with the vendor for said purchase and sale.
- F. This resolution shall take effect immediately upon passage.

Meeting date: September 7, 2016

APPROVED:

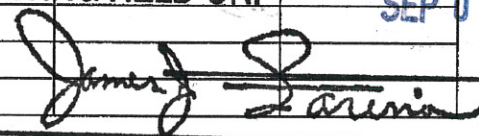

 Quentin Wiest
 Business Administrator

APPROVED AS TO FORM:


 Brian Aloja, Esq.
 Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: SEP 07 2016



CERTIFICATION OF FUNDS

CITY CLERK

RESOLUTION TITLE:

RESOLUTION AWARDDING A CONTRACT TO MODERN GROUP LTD FOR THE PURCHASE OF ONE (1) NEW AND UNUSED HYUDAI 45D-9 FORKLIFT IN ACCORDANCE WITH THE CITY'S BID NO. 16-17 IN THE TOTAL NOT TO EXCEED AMOUNT OF \$55,419.82

AMOUNT TO BE CERTIFIED:

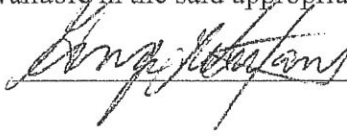
\$55,419.82

ACCOUNT NUMBER TO CERTIFY FROM:

C-04-60-716-310

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$55,419.82 is available in the following appropriation: C-04-60-716-310; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:  George DeStefano, CFO

September 7, 2016
09:23 AM

CITY OF HOBOKEN
Budget Entry Verification Listing

Page No: 1

Batch Id: GDS Batch Date: 09/07/16 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
C-04-60-716-310 Z-420 VARIOUS CAPITAL EQUIPMENT	Encumbrance	CFO CERT MEETING 09/07/2016 MODERN GROUP	55,419.82	1

September 7, 2016
09:23 AM

CITY OF HOBOKEN
Budget Entry Verification Listing

Page No: 2

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	55,419.82
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	55,419.82

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	55,419.82
Total:	1	55,419.82

There are NO errors in this listing.

September 7, 2016
09:23 AM

CITY OF HOBOKEN
Budget Batch Update/Posting Report

Page No: 1

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	55,419.82

Batch: GDS Updated Entries: 1 Updated Amount: 55,419.82 Ref Num: 4344

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

Date: August 15, 2016

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: AL B. Dineros

Subject: **Resolution to Award the Contract for Bid 16 -17**
One New and Unused Hyundai 10K Capacity Forklift

Three (3) sealed bids out of four (4) vendors receiving bid packages was received and opened at City Hall on August 10, 2016.

Below is the summary of the three (3) bid proposals:

- | | | |
|---|-------------|--|
| 1. Modern Group LTD
2501 Durham Road
Bristol, PA 19007-6903 | \$55,419.82 | Complete Submission |
| 2. Continental Lift Truck, Inc.
127 – 18 Foch Blvd.
S Ozone Park, NY 11420 | \$43,107.90 | Unresponsive. No NJ BRC
Equivalent bid – Clark Forklift
No exception provided. |
| 3. Technology International Inc.
1349 S. International PKWY, suite 2411
Lake Mary, FL 32746 | \$63,600.00 | Unresponsive. No NJ BRC |

Bid documentations and Review Comments:

1. Modern Group LTD appears to have complete submission.
2. Continental Lift Truck: This bid is unresponsive due to the following:
 - This vendor did not submit a NJ Business registration certificate but instead submitted a NY State business certificate. The vendor submitted product literature rather than explaining the exceptions in accordance with the specifications provided.

- James Davis reviewed the literature submitted and contacted the vendor to compare the Clark model forklift. He concludes that the Clark model is not equivalent to the Hyundai model and will NOT fully support the purpose/function of the intended use of the forklift.
3. Technology International: Did not submit NJ Business Registration certificate.

Recommendation:

Based upon my review of the documents provided, and the evaluation of James Davis, I recommend awarding this contract to Modern Group LTD in the not to exceed amount of \$55,419.82.

EL

INTRODUCED BY:

SECONDED BY:

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION APPROVING A CHANGE ORDER TO THE CONTRACT
OF PICERNO-GIORDANO CONSTRUCTION FOR THE
SPRAYGROUND AT LEGION PARK PROJECT (BID 15 – 14), AS
CHANGE ORDER NUMBER 2 (CLOSEOUT/FINAL) FOR A
DECREASED AMOUNT OF \$2,710.00 (0.02% DECREASE) EQUATING
TO A FINAL TOTAL AMOUNT OF \$152,585.00**

WHEREAS, the City of Hoboken requires a closeout/final change order under the contract for the Sprayground at Legion Park Project (Bid 15 – 14); and,

WHEREAS, the Administration utilized Picerno-Giordano Construction for said services and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to approve Change Order #2 (closeout/final) to the contract for the Sprayground at Legion Park (Bid 15 – 14) with Picerno-Giordano Construction memorializing a decrease in the contract amount by Two Thousand Seven Hundred Ten Dollars (\$2,710.00), for a final total amount of One Hundred Fifty Two Thousand Five Hundred Eighty Five Dollars (**\$152,585.00**) in accordance with the Boswell Engineering Change Order Request dated July 7, 2016; and,

WHEREAS, a certification of funds is not required for this award.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that Change Order #2 (closeout/final) is hereby approved, decreasing the contract amount by Two Thousand Seven Hundred Ten Dollars (\$2,710.00), which constitutes a 0.02% decrease, equating to a total amount of One Hundred Fifty Two Thousand Five Hundred Eighty Five Dollars (**\$152,585.00**); and,

BE IT FURTHER RESOLVED:

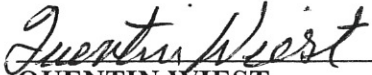
1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the Boswell correspondence (attached hereto) shall govern the change order, and no changes may be made without the prior written consent of both parties.
3. Any further change orders which shall become necessary hereafter shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the information herein.
6. The Administration shall be authorized to issue a warrant in payment of the full

amount of this change order to Picerno-Giordano Construction, and this authorization shall be in lieu of the requirement that the Administration obtain Council authorization of a claim prior to issuance of payment.

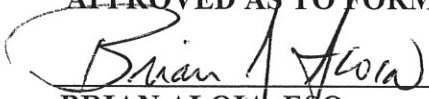
Meeting Date: September 7, 2016

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

APPROVED:

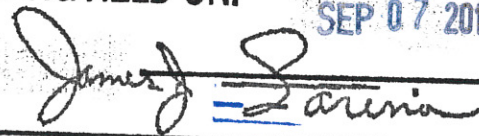

QUENTIN WIEST
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:


BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

SEP 07 2016


CITY CLERK

Job No. HO-496

BOSWELL McCLAVE ENGINEERING
330 PHILLIPS AVENUE
SOUTH HACKENSACK, NJ 07606
(201) 641-0770

ADDRESS

OWNER/COUNTY

Reflect Asbuilt

Amount of Original Contract	\$141,375.00	Supplemental	\$0.00
Change Order No. 1	\$13,820.00	Extra	\$0.00
Change Order No. 2 & Final	(\$2,710.00)	Reduction	-\$2,710.00
Adjusted Contract Amount	\$152,585.00	Net Amount	(\$2,710.00)

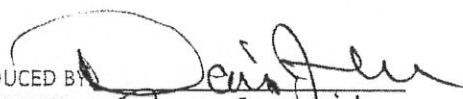
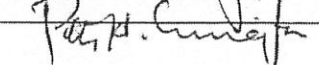
Joseph A. Posanto
BOSWELL McCLAVE ENGINEERING

OWNER
CONTRACTOR

8/12/11
DATE

DATE
8-8-16
DATE

INTRODUCED BY
SECONDED BY:

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CHANGE ORDER TO THE CONTRACT TO PICERNO-
GIORDANO CONSTRUCTION FOR SPRAYGROUND AT LEGION PARK (BID 15 - 14) , AS
CHANGE ORDER NUMBER 1, IN AN INCREASED AMOUNT NOT TO EXCEED
\$13,920.00 (=9.8% INCREASE) FOR A TOTAL NOT TO EXCEED AMOUNT OF
\$155,295.00

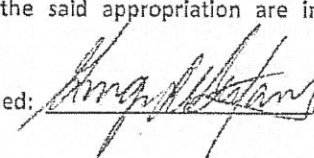
WHEREAS, the City of Hoboken requires additional unforeseen goods and services under the contract for Sprayground at Legion Park; and,

WHEREAS, the Administration intends to continue to use Picerno-Giordano Construction for said services and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a change order (#1) to the contract for Sprayground at Legion Park to Picerno-Giordano for a total increase in the contract amount by Thirteen Thousand Nine Hundred Twenty Dollars (\$13,920.00), for a total not to exceed amount of One Hundred Fifty Five Thousand Two Hundred Ninety Five Dollars (\$155,295.00) of which the change order (#1) to the contract shall be for purchases and installation in accordance with the Boswell Engineering Change Order Request, dated 10/2/2015; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$13,920.00 is available in the following appropriation t-26-56-850-852 in the CY2015 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2015 budget or the capital/trust funds; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:  George DeStefano, CFO

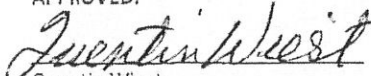
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a change order (#1) to the contract for Sprayground at Legion Park to Picerno-Giordano Construction for a total increase in the contract amount by Thirteen Thousand Nine Hundred Twenty Dollars (\$13,920.00), for a total not to exceed amount of One Hundred Fifty Five Thousand Two Hundred Ninety Five Dollars (\$155,295.00) of which the change order (#1) to the contract shall be for purchases and installation in accordance with the Boswell Engineering Change Order Request, dated 10/2/2015, as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the referenced proposals shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary hereafter shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

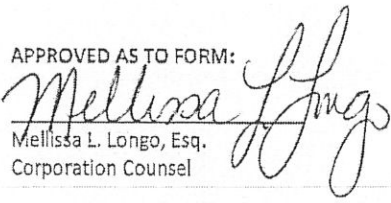
Picerno-Giordano Construction
200 Market Street
Kenilworth, NJ 07033

Meeting date: October 21, 2015

APPROVED:


Quentin Wiest
Business Administrator

APPROVED AS TO FORM:


Melissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	✓			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason	/			
David Mello	/			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 21 2015



CITY CLERK

INTRODUCED BY: SECONDED BY: CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDED A CHANGE ORDER TO THE CONTRACT TO GREENSCAPE LANDSCAPE CONTRACTORS, INC. FOR CITY HALL DRAINAGE AND LANDSCAPE IMPROVEMENT PROJECT (BID 15 - 08), AS CHANGE ORDER NUMBER 2, IN AN INCREASED AMOUNT NOT TO EXCEED \$3,610.00 (=2.0% INCREASE) FOR A TOTAL NOT TO EXCEED AMOUNT OF \$278,252.50

WHEREAS, the City of Hoboken requires additional unforeseen goods and services under the contract for City Hall Drainage and Landscape Improvement project; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a change order (#2) to the contract for City Hall Drainage and Landscape Improvement project to Greenscape Landscape Contractors, Inc. for a total increase in the contract amount by Three Thousand Six Hundred Ten Dollars (\$3,610.00) in accordance with the Boswell Engineering Change Order Request, dated August 23, 2016, for a total not to exceed amount of Two Hundred Seventy Eight Thousand Two Hundred Fifty Two Dollars and Fifty Cents (\$278,252.50).

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a change order (#2) shall be awarded as delineated above in the amount of Three Thousand Six Hundred Ten Dollars (\$3,610.00) in accordance with Boswell Engineering's Change Order Request dated August 23, 2016, and:

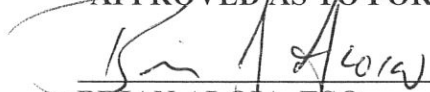
1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the referenced proposals shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary hereafter shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.

Meeting date: September 7, 2016

APPROVED:


QUENTIN WIEST

APPROVED AS TO FORM:


BRIAN ALOIA, ESQ.

BUSINESS ADMINISTRATOR**CORPORATION COUNSEL**

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

CERTIFICATION OF FUNDS**RESOLUTION TITLE:**

RESOLUTION AWARDING A CHANGE ORDER TO THE CONTRACT TO GREENSCAPE LANDSCAPE CONTRACTORS, INC. FOR CITY HALL DRAINAGE AND LANDSCAPE IMPROVEMENT PROJECT (BID 15 - 08), AS CHANGE ORDER NUMBER 2, IN AN INCREASED AMOUNT NOT TO EXCEED \$3,610.00 (=2.0% INCREASE) FOR A TOTAL NOT TO EXCEED AMOUNT OF \$278,252.50

AMOUNT TO BE CERTIFIED:

\$3,610.00

ACCOUNT NUMBER TO CERTIFY FROM:

6-01-28-377-053

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$3,610.00 is available in the following appropriation: 6-01-28-377-053; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:  George DeStefano, CFO

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: **SEP 07 2016**


CITY CLERK

September 7, 2016
12:00 PM

CITY OF HOBOKEN
Budget Entry Verification Listing

Page No: 1

Batch Id: GDS Batch Date: 09/07/16 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
6-01-28-377-053 City Hall-Public Property	Encumbrance	CFO CERT MEETING 09/07/2016 GREENSCAPE	3,610.00	1

September 7, 2016
12:00 PM

CITY OF HOBOKEN
Budget Entry Verification Listing

Page No: 2

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	6-01	0.00	0.00	0.00	0.00	0.00	3,610.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	3,610.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	3,610.00
Total:	1	3,610.00

There are NO errors in this listing.

September 7, 2016
12:00 PM

CITY OF HOBOKEN
Budget Batch Update/Posting Report

Page No: 1

	Updated Entries	Updated Amount			
Reimbursements:	0	0.00			
Expenditures:	0	0.00			
Transfer In:	0	0.00			
Transfer Out:	0	0.00			
Cancel:	0	0.00			
Encumbrances:	1	3,610.00			
Batch: GDS	Updated Entries:	1	Updated Amount:	3,610.00	Ref Num: 4350

Change Order No. 2
 Date 8/23/2016
 Job No. HO-492

CHANGE ORDER

BOSWELL McCLAVE ENGINEERING
 330 PHILLIPS AVENUE
 SOUTH HACKENSACK, NJ 07606
 (201) 641-0770

<u>Greenscape Landscape Construction</u>	<u>City Hall Drainage and Landscape</u>
CONTRACTOR	PROJECT & JOB NUMBER
<u>115 E. Glenside Ave., Suite 9</u>	<u>City of Hoboken, Hudson County, NJ</u>
ADDRESS	OWNER/COUNTY

Gentlemen:

In accordance with the provisions of the specifications for the above project, you are hereby advised of the following changes in the contract quantities or in the case of Supplementary work, you agree to its performance by your firm at the prices stated.

Location of Proposed Change: Within Project Limits

Nature and Reason of Change: Reflect on As-Builts

ITEM NO.	ITEM	PAY UNIT	QUANTITY (+/-)	UNIT PRICE	TOTAL
7	6" Polyvinyl Chloride Pipe	LF	-125	\$22.00	-\$2,750.00
10	Cistern Foundation	SY	-3	\$280.00	-\$840.00
11	Concrete Sidewalk, 4" Thick	SY	-63	\$90.00	-\$5,670.00
12	Concrete Sidewalk, Previous, 5" Thick	L.S.	-20	\$129.00	-\$2,580.00
16	Trash Receptacle	Unit	-1	\$6,750.00	-\$6,750.00
S-2	Planter Bed Changes	L.S.	1	\$15,000.00	\$15,000.00
S-3	Butterfly Gardens	L.S.	1	\$6,500.00	\$6,500.00
S-4	Soaker Hose in Rain Gardens	L.S.	1	\$700.00	\$700.00

Amount of Original Contract	<u>\$273,342.50</u>	Supplemental	<u>\$22,200.00</u>
Change Order No.1	<u>\$1,300.00</u>	Extra	<u>\$0.00</u>
Change Order No.2	<u>\$3,610.00</u>	Reduction	<u>(\$18,590.00)</u>
Adjusted Contract Amount	<u>\$278,252.50</u>	Net Amount	<u>\$3,610.00</u>

Recommended for Approval	<u>Joseph A. Pomante</u> BOSWELL McCLAVE ENGINEERING	<u>8/30/16</u> DATE
Approved	<u>[Signature]</u> OWNER	<u>DATE</u>
Accepted	<u>[Signature]</u> CONTRACTOR	<u>8/29/16</u> DATE

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF A USED TRECAN 60-PD SNOWMELTER MACHINE FROM HUDSON COUNTY IN THE NOT TO EXCEED AMOUNT OF \$65,000.00

WHEREAS, Hudson County passed the attached resolution, declaring a used Trecan 60-PD Snowmelter Machine surplus, obsolete, and available for disposition; and,

WHEREAS, Hudson County offered the Snowmelter to municipalities within the county prior to it being made available at public auction; and,

WHEREAS, pursuant to the attached appraisal, the fair market value of the Snowmelter was determined to be Sixty Five Thousand Dollars (\$65,000.00); and,

WHEREAS, the City of Hoboken bid Sixty Five Thousand Dollars (\$65,000.00) for the Snowmelter, subject to approval by the City Council of the City of Hoboken; and,

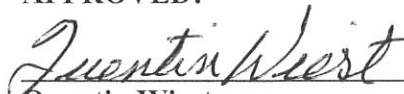
WHEREAS, Hudson County accepted the City's contingent bid in the amount of Sixty Five Thousand Dollars (\$65,000.00); and,

WHEREAS, this purchase is to be made pursuant to N.J.S.A. 40A:11-5(2).

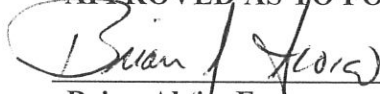
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that a contract with Hudson County is hereby awarded for an amount not to exceed Sixty Five Thousand Dollars (\$65,000.00) for the purchase of one (1) used Trecan 60-PD Snowmelter machine, in accordance with N.J.S.A. 40A:11-5(2).

Meeting date: September 7, 2016

APPROVED:


Quentin Wiest
Business Administrator

APPROVED AS TO FORM:


Brian Aloia, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			

Tiffanie Fisher.	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION APPROVING THE PURCHASE OF A USED TRECAN 60-PD SNOW MELTER MACHINE FROM HUDSON COUNTY IN THE NOT TO EXCEED AMOUNT OF \$65,000.00

AMOUNT TO BE CERTIFIED:

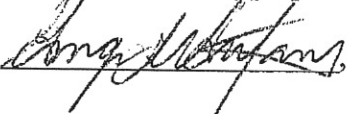
\$65,000.00

ACCOUNT NUMBER TO CERTIFY FROM:

6-01-26-291-029

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$65,000.00 is available in the following appropriation: 6-01-26-291-029; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:  George DeStefano, CFO

**A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:**

SEP 07 2016


CITY CLERK

Budget Account Maintenance

Add

Edit

Close

Delete

<<

>>

Detail

Account

6-01-26-291-020

Desc

SHARED PROJECTIONS

Acct Type: Control

Onk Acct: OPERATING

Cap Flag ☒

Fund Type: Budget

Class Id:

Class Id 2:

Activity Misc

G/L Accounts

Adopted Budget Detail

Activity To Date:

Encumber	89,858.88
Expended	180,512.74
Trans-In	.00
Trans-Out	.00
Reimbursed	.00
Cancel:	.00

Budgeted	268,000.00
Balance	6,628.38
YTD Requested	.00
Requested Balance	6,628.38

Current Period:	
Expended	.00
Trans-In	.00
Trans-Out	.00
Reimbursed	.00

Control Account - No. of Sub-Accounts: 15



September 7, 2016
09:26 AM

CITY OF HOBOKEN
Budget Entry Verification Listing

Page No: 1

Batch Id: GDS	Batch Date: 09/07/16	Batch Type: standard	Account No.	Account Description	Type	Entry Description	Amount	Seq
6-01-26-291-029	Encumbrance	CFO CERT MEETING 09/07/2016 TRECAN 60	65,000.00	1	Maintenance Repairs-Streets&Roads			

WARNING: This account would have a negative balance: 6-01-26-291-029. Balance would be: 16,295.00-.

CITY OF HOBOKEN
Budget Entry Verification Listing

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	6-01	0.00	0.00	0.00	0.00	0.00	65,000.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	65,000.00

Expenditures: 0 Entries Amount 0.00

Reimbursements: 0

0.00

Transfer In: 0

0.00

Transfer Out: 0

0.00

Cancel: 0

0.00

Encumbrance: 1

65,000.00

Total: 1

65,000.00

There are warnings in this listing, but can proceed with update.

Updated Entries		Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	65,000.00
Updated Entries:		1 Updated Amount:
Batch: GDS		65,000.00 Ref Num: 4345

BOARD OF CHOSEN FREEHOLDERS
COUNTY OF HUDSON
RESOLUTION

No. 263-5-2016

On Motion of Freeholder O'Dea
Seconded by Freeholder Maldonado

DECLARING THE TRECAN 60-PD
SNOW MELTER MACHINE
IN THE DEPARTMENT OF ROADS
AND PUBLIC PROPERTY
TO BE SURPLUS AND OBSOLETE AND AVAILABLE
FOR DISPOSITION
AND ELIMINATED FROM THE COUNTY'S INSURANCE ROSTER

WHEREAS, the Department of Roads and Public Property has advised that the Trecan 60-PD Snowmelter Machine, Serial No. 10014 in its department is surplus, obsolete and no longer needed for public use, and has a fair market value of SIXTY FIVE THOUSAND AND XX/100 DOLLARS (\$65,000.00); and

WHEREAS, pursuant to N.J.S.A. 40A:11-36 this item of equipment may be sold at a web simulcast public auction by the County's contracted auction vendor, goydeals.com or used as a trade in value in a fair and open, competitive bid to offset the cost of the acquisition of a new piece of equipment; and

WHEREAS, the County will dispose of the equipment in accordance with New Jersey law and as may be allowed by Local Finance Notice 2008-9 and after the disposition of this item it will be eliminated from the County's fleet and insurance roster, however, no disposition of the equipment shall occur prior to June 14, 2016.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Hudson, that:

1. The above recitals are hereby incorporated herein as though fully set forth at length.
2. The Board hereby authorizes the County Executive, Thomas A. DeGise or County Administrator, Abraham or Deputy County Administrator, Laurie Cotter or his or her lawfully appointed designee, to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this Resolution.
3. The above referenced equipment specifically identified above is hereby declared surplus and obsolete and eligible for disposition.
4. The appropriate County personnel are authorized to take any necessary action to eliminate this item from the County's insurance roster.
5. This Resolution shall take effect immediately.

Freeholder	Aye	Nay	Abst	N.P.	Freeholder	Aye	Nay	Abst	N.P.
Balmer	✓				Rodriguez				✓
Cifelli				✓	Romano	✓			
Kogut				✓	Vainieri	✓			
Maldonado	✓				Chairperson Rivas				✓
O'Dea	✓								

It is hereby certified that at a regular meeting of the Board of Freeholders of the County of Hudson held on the 12 day of May, A.D. 2016, the foregoing resolution was adopted with 5 members voting in the affirmative and 0 in the negative.

APPROVED AS TO LEGAL FORM

BY: DONATO J. BATTISTA
HUDSON COUNTY COUNSEL
Source: Roads and Public Property
RM/mmm

Clerk

COUNTY OF HUDSON
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF PURCHASING
Administration Annex
567 Pavonia Avenue
Jersey City, NJ 07306

Phone: (201) 795-6280
Fax: (201) 369-4361

May 13, 2016

THOMAS A. DE GISE
COUNTY EXECUTIVE
CHERYL FULLER
Director
MARIA MERCURIO
Purchasing Agent

Dear Mayor:

The County of Hudson is in possession of a Snowmelter machine that we presently have no further need for. We are reaching out to all Municipalities in Hudson County to offer this machine at fair market value.


The Snowmelter is a 2003 year, Trecan 60-PD Snowmelter with very low hours of operation. An appraisal report was done by Caspert Management Co., Inc., and a fair market value of \$65,000.00 was determined. The report is available upon request.

The Snowmelter is presently located at 549 Duncan Ave., Jersey City. To arrange an inspection please contact John Shea at (201) 915-1373 ext.6973.

If you have interest, please respond by mail no later than Tuesday, June 14, 2016 at close of business. You may also submit your response by email to hshowers@hcnj.us by the same date.

After the date of June 14, 2016, the Snowmelter will be sold at auction.

We hope that we hear from your Municipality, and look forward to assisting you. If you have any question, please contact Harold Showers, QPA (Asst. Purchasing Agent) at (201) 795-6280 ext. 6116.

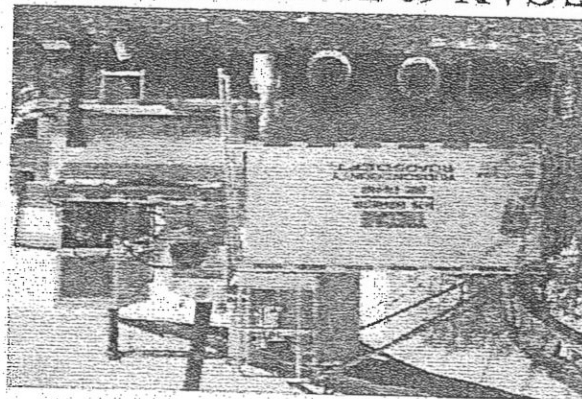
Regards,

Harold Showers, QPA
Asst. Purchasing Agent
HS/ef
Cc: Department of Public Work

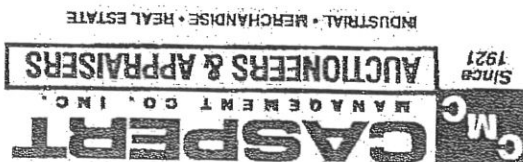
Date of Valuations: April 22, 2016

Prepared By:
Casper Management Co. Inc
333 Sylvan Avenue
Englewood Cliffs, New Jersey 07632

*Forced Liquidated Value Appraisal
Orderly Liquidated Value Appraisal
Fair Market Value Appraisal*

TRECAN 60-PD SNOWMELTER
555 Duncan Avenue
Jersey City, New Jersey





INDUSTRIAL • MERCHANDISE • REAL ESTATE

333 SYLVAN AVENUE

ENGLEWOOD CLIFFS, NJ 07632

TEL: 201-871-1600

FAX: 201-871-1382

www.caspers.com

May 4, 2016

DEPARTMENT OF ROADS & PUBLIC PROPERTY

John R. Dineen, Administrative Analyst

257 Cornelson Avenue, 7th Floor

Jersey City, New Jersey 07302

Concerning Appraisal Of:

TRECAN 60-PD SNOWMELTER

555 Duncan Avenue

Jersey City, New Jersey

Dear Mr. Dineen:

In accordance with your request and letter of authorization, we have physically viewed and appraised on a detailed basis, the furniture, fixtures and equipment of **TRECAN 60-PD SNOWMELTER**, 555 Duncan Avenue, Jersey City, New Jersey. The physical inspections took place on 22 April 2016. The effective date of this report is 4 May 2016.

After a thorough analysis, in our opinion, the total Forced Liquidated Value of the Furniture, Fixtures and Equipment, as of the effective date of this report is:

FIFTYTHOUSAND DOLLARS

\$ 50,000.00

After a thorough analysis, in our opinion, the total Orderly Liquidated Value of the Furniture, Fixtures and Equipment, as of the effective date of this report is:

FIFTYFIVETHOUSAND DOLLARS

\$ 55,000.00

After a thorough analysis, in our opinion, the total Fair Market Value of the Furniture, Fixtures and Equipment, as of the effective date of this report is:

SIXTYFIVETHOUSAND DOLLARS

\$ 65,000.00

IDENTIFICATION OF THE PROPERTY

The personal property appraised in this report is located at 555 Duncan Avenue, Jersey City, New Jersey. A detailed listing of the furniture, fixtures, equipment and inventory by location is included in this report. To the best of our knowledge, leased equipment has been identified a marked accordingly and valued in this report.

PURPOSE

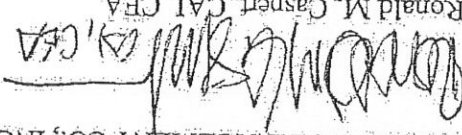
The purpose of this appraisal is to provide an evaluation that estimates the Forced Liquidated Value, Orderly Liquidated Value and Fair Market Values of the Furniture, Fixtures and Equipment of **TRECAN 60-PD SNOWMELTER**, 555 Duncan Avenue, Jersey City, New Jersey. This report is solely for the information of and for assistance to **DEPARTMENT OF ROADS & PUBLIC PROPERTY** for the purpose stated herein and may not be used by or referred to, in whole or in part, in any communication to other parties without prior written consent of Caspert Management Co., Inc. Caspert Management Co., Inc. has retained a copy of this report, and the original notes from which it was prepared. Similarly, it is the firm's policy not to disclose the names of any clients (unless authorization is granted) for a period of seven years from the appraisal date.

SCOPE OF WORK

The data collected in the course of research and analysis included: market data from used equipment dealers that sell comparable equipment; consultation with auctioneers and liquidators of comparable equipment; industry data bases and in-house data bases.

CONCLUSION

This report is written in conformity with the Uniform Standards of professional Appraisal Practice initially published October 27, 1987 (Standards and Statements most recently revised January 2000) with Advisory Opinions published through September 16, 1998 by the Appraisal Foundation, and in accordance with the supplemental standards; Principles of Appraisal practice and Code of Ethics authorized June 30, 1968 and most recently revised October, 1994 by the American Society of Appraisers. The limiting conditions attached to this report are an integral part of this appraisal. If you have any questions concerning this appraisal or require further information, please feel free to contact me at your convenience. It was a pleasure to work on this assignment.

Respectfully submitted,
CASPERT MANAGEMENT CO., INC.

Ronald M. Caspert, CAI, CFA
President, Appraisal Division

APPRAISAL

This is to certify that I, Ronald M. Caspert
Casper Management Co., Inc.
333 Sylvan Avenue
Englewood Cliffs, NJ 07632

Tel: (201) 871-1600
Fax: (201) 871-1382
e-mail: rcaspert@caspert.com

I am an Associate Member of the American Society of Appraisers. I have no present or prospective interest in the subject property, and have no personal interest or bias with respect to the parties involved.

Concerning Appraisal For:
DEPARTMENT OF ROADS & PUBLIC PROPERTY
257 Cornelison Avenue, 7th Floor
Jersey City, New Jersey 07302

Concerning Appraisal Of:
TRECAN 60-PD SNOWMELTER
555 Duncan Avenue
Jersey City, New Jersey

We have made an examination of the following personal property located in Jersey City, New Jersey. This is an appraisal with information given to me deeming correct and accurate of:

TRECAN 60-PD SNOWMELTER

My compensation is not contingent upon an action or event resulting from the analyses, opinions, or conclusions in or the use of, this report.

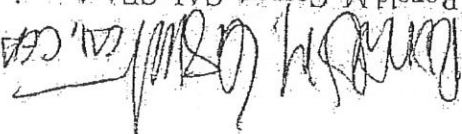
In my opinion, as of May 2016 the values are:

TOTAL VALUE:

FORCED LIQUIDATED VALUE	\$ 50,000.00
ORDERLY LIQUIDATED VALUE	\$ 55,000.00
FAIR MARKET VALUE	\$ 65,000.00

Subject to the following enclosures: Definition of Value, Definition of Terms, Method of Appraisal, Procedures, Factors Affecting Valuation, Standards, Assumptions & Limiting Conditions.

Signed


Ronald M. Caspert, CAI, CEA Appraiser
Date: May 4, 2016

FACTORS AFFECTING VALUATION

In engagements requiring Replacement Value for Insurance, Fair Market Value, Fair Market Value in Place, or Liquidation Value, the appraiser has considered market and depreciation factors including (but not limited to) the following:

ECONOMIC OBSOLESCENCE – Impairment of desirability or useful life arising from factors external to the property. Such as economic forces or environmental changes which affect supply and demand relationships in the market. Loss in use and value of property arising from economic obsolescence is to be distinguished from loss in value from physical deterioration and functional obsolescence, (both of which are due to factors inherent in the property.) Economic Obsolescence is also referred to as Location or Environmental Obsolescence.

FUNCTIONAL OBSOLESCENCE – Impairment of functional capacity or efficiency. Functional Obsolescence reflects the loss in value brought about by such factors as over capacity, inadequacy, and changes in the art, that affect the property itself or its relationship with other items comprising a larger property. The inability of a structure to perform adequately the function for which it is currently employed. Technological Obsolescence is one type of functional obsolescence.

PHYSICAL DETERIORATION – A reduction in utility resulting from an impairment of physical condition; a loss in value resulting from "wear and tear" in operation. Also, See: "depreciation" on Definition of Terms Page.

NORMAL USEFUL LIFE – The period of time over which an item of equipment may reasonably be expected to perform the function for which it was designed or intended. One of the key elements influencing the Normal Useful Life of an asset is the maintenance and repair policy of the owner / operator. In the absence of visual evidence to the contrary, we have assumed that the equipment has received a program of routine maintenance consistent with that which is recommended by the various manufacturers. In estimating the Normal Useful Life of various classes of equipment, we have relied upon the Iowa University School of Engineering useful life studies, U.S. Treasury Department publication #456, and Marshall Valuation Service.

RELOCATION COST – All costs to disconnect, move, transport, and reinstall the item. (This may include rigging, new foundation, hook up of services, technical support and testing costs.)

PROCEDURES

1. PERSONAL PROPERTY – Tangible things capable of ownership, not classified as realty, (including furniture, fixtures, equipment, machinery, inventories, vehicles, precious metals, gems, evidence of debt & money).

2. MACHINERY AND EQUIPMENT – The physical facilities available for production, including the installation and service facilities appurtenant, together with all other equipment designed for or necessary to its manufacturing and industrial purposes, regardless of the method of installation and including those items of furniture and fixtures necessary for the administration and proper operations of the enterprise.

3. MARKET – With reference to the purpose and function of this appraisal, the market researched is the most common one which is both reasonable and appropriate for the sale of the item(s) in question.

4. Unless otherwise noted, a physical (VISUAL) INSPECTION was conducted by the appraiser. It is beyond the scope of this engagement to conduct testing, authentication, proving genuines or provenance of the tangible property.

5. During IDENTIFICATION, the appraiser noted the name, manufacturer, model & serial number of the equipment, if observable.

6. CONDITION is assumed to be "in good working order", unless otherwise noted. Normal wear and tear is not specifically noted. The appraiser uses the following terms.

EXCELLENT	85% to 100% of original condition
GOOD	60% to 85%
FAIR	40% to 60%
POOR	15% to 40%
SCRAP	0% to 15%

7. One or more of the following SOURCES OF DATA were used.

- Client records including invoices of recent purchases
- Catalogues or direct conversations with manufacturers
- Trade publications including pricing guides
- Current Auction Sales of similar equipment (including Buyer's Premium)
- Current Sales or offers to sell by dealers (new & used)
- Proprietary Data Base

Casper Management Co., Inc.

333 Sylvan Avenue, Englewood Cliffs, NJ 07632

Tel: (201) 871-1600
Fax: (201) 871-1382

METHOD OF APPRAISAL

Consideration has been given to the following three methods of appraisal:

COST APPROACH - An estimate of the Present replacement cost of the personal property LESS accrued depreciation. Depreciation includes loss in value due to physical deterioration, as well as, functional and economic obsolescence. This method is most often used when comparable sales data is not available. (E.g. in the event of a custom made machine or unique machine.)

MARKET COMPARISON APPROACH - This method of evaluation involves comparison of the property with similar items that have sold or are currently offered for sale in the market place. Factors of comparison include capacity, age, location and date of sale when applicable, as well as specific attributes of the assets. In applying this method, the appraiser considers the market force determinants (such as supply lead-time, over or under abundance relative to demand, etc.) as they apply to an individual item, and the process as whole. As a result, this method of evaluation usually produced the highest correlation of value.

INCOME APPROACH - This method of evaluation converts anticipated benefits (monetary income or amenities) to be derived from the ownership of property into a value estimate. Anticipated future income and/or reversions are discounted to a present worth figure through the capitalization process. While this approach is not valid with the scope of this engagement.

DEFINITIONS OF TERMS

ACQUISITION APPRAISAL - An appraisal for market value of a property to be condemned and taken for some public use and purpose by a governmental body or other duly authorized condemning authority.

APPRAISAL - An estimate and opinion of value. The act or process of estimating value. Usually, a written statement of the appraiser's opinion of value of an adequately described item as of a specified date. (Note: synonym of Valuation)

DEPRECIATION - A loss from the upper limit of value. An effect caused by deterioration and/or obsolescence.

ECONOMIC LIFE – The estimated period over which it is anticipated that an item may profitably be utilized. The period over which a machine will yield a return on the investment. Through usually less, this period can never exceed the physical life of the item.

EFFECTIVE AGE – The number of year of age that is indicated by the condition of the item.

FIXTURE – (1) A tangible thing, which previously as personal property, and which has been attached to or installed in land or a structure thereon in such a way as to become part of the real property. (2) Any non-portable lighting device which is more or less permanently built-in or attached securely to the wall and/or ceiling (3) The permanent parts of a plumbing system.

DEFINITION OF VALUE

REPRODUCTION COST-NEW is the cost, at today's prices, to build an exact replica of the property being valued. It assumes that the same quality and quantity of material and labor is utilized as when the property was actually built.

REPLACEMENT COST is the cost of replacing and existing property with one of equal utility, although the same materials or the same design may or may not be used, reflecting changes in technology, design, building techniques and costs. Most items can be replaced by its original piece, many times within a period of 12 years.

FAIR MARKET VALUE (as defined in U.S. Treasury Regulation 20.2031-1b) is "the price at which a property would change hands between a willing buyer and willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of relevant facts.. in the most common market..." (Note: this is the value most often used in sale, purchase, or business loans. The IRS requires this value for gifts & charitable donations.)

FORCED LIQUIDATION VALUE is the estimated gross dollar amount which could be typically realized at a properly advertised and conducted public auction held under forced sale conditions, with a sense of urgency, and under present day economic conditions.

ORDERLY LIQUIDATION VALUE is the amount of gross proceeds which could be expected from the sale of the appraised assets, held under orderly sale conditions, given a reasonable period of time in which to find a purchaser(s) considering a complete sale of all assets, "as is & where is," with the buyer assuming all costs of removal, with all sales made free and clear of all liens and encumbrances, with the seller ACTING UNDER COMPELSION.

SCRAP VALUE is the amount that may be realized if property is sold for its material content, as opposed to further productive use.

SALVAGE VALUE is the expected residual value of an asset at the end of its economic life.

GOING CONCERN VALUE is the value existing in a proven operating property, considered as an entity with business established, above that of a property complete and ready to operate but without business.

Source of definitions (other than Fair Market Value): American Society of Appraisers Machinery and Equipment Committee initially March 11, 1984 (revised 1991)

STANDARDS

1. This appraisal was prepared solely for the purpose and function stated on page one. Any other use is unintended and may be inaccurate. The value conclusions are subject to the Assumptions and Limiting Conditions that follow.
2. In order to avoid any misunderstanding, this report must be used in its entirety.
3. This appraiser and his firm subscribe to the Code of Ethics of the American Society of Appraisers.
4. Unless otherwise stated, this appraisal is "as of" the date signed, and based upon current information. No opinion is expressed as to value at any future date.
5. Unless otherwise stated this is not a fractional appraisal. An appraisal of an element of a whole property, considered by itself and ignoring its relation to the rest of the whole property would be a "fractional appraisal".
6. Unless otherwise stated this is not a hypothetical appraisal. A hypothetical appraisal is one based on assumed conditions, which may be contrary to fact, improbable of realization or consummation.

Casport Management Co., Inc.

333 Sylvan Avenue, Englewood Cliffs, NJ 07632

Tel:(201)871-1600
Fax:(201)871-1382

7. Unless otherwise stated this appraisal excludes raw material inventories, work-in-process, finished goods, molds, jigs, specialized dies, computer software, stationary and supplies.

8. Unless otherwise stated, the valuations listed in this appraisal do not include consideration of Sales Tax, Excise or other Taxes.

ASSUMPTIONS and LIMITING CONDITIONS

1. No responsibility is assumed for matters that are legal in character, nor is any opinion rendered as to title. The title of the subject property is assumed to be good and marketable. The property has been appraised free and clear of all encumbrances and liens.

2. No consideration has been given to the ability of the appraised assets to generate a satisfactory return on investment.

3. Information furnished by others is assumed to be reliable, but is not guaranteed by this appraiser or Caspert Management Co., Inc.

4. The appraiser is not required to give testimony, be present in any court or at any other hearing, by reason of this appraisal, unless prior arrangements have been made with the appraiser, and within a reasonable time in advance.

5. Possession of this report, or copy thereof, does not include the right of publication without written consent of the appraiser. This report in its entirety or any part thereof, including the identity of the appraiser or his firm, shall not be made public through advertising, public relations, news releases, or other distributive or information media without the written consent of Caspert Management Co., Inc.

6. The appraiser and his firm have no present or contemplated future interest in the subject property or any other interest that might tend to prevent making a fair and unbiased appraisal.

7. The fee established for the formulation and reporting of this appraisal has not been contingent upon the values or any other opinions presented.

8. In the event of error or omission, it is the client's responsibility to return all copies of this report to the writer for correction. No change shall be made by anyone other than the appraiser. The appraiser shall have no responsibility for any unauthorized to this appraisal.

TRECAN 60-PD SNOWMELTER

as of May 2016

CERTIFICATION

In accordance with Standards Rule 8-3 of the Uniform Standards of Professional Appraisal Practice (January, 1998 edition) concerning personal property appraisal

RONALD M. CASPERT states:

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analysis, opinions and conclusions.

I have no present or prospective interest in the property that is the subject of this report, and have no personal interest or bias with respect to the parties involved.

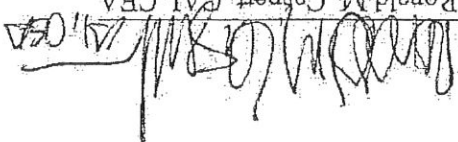
My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event, a requested minimum valuation, specific valuation, or the approval of a loan.

My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.

The American Society of Appraisers conduct continuing certification programs. I am a Candidate Member status of the American Society of Appraisers as of the date of this report, I have completed the requirements under the continuing education programs of the organizations to which I belong, and I am an associate member through January 2, 2017.

I, Ronald M. Caspert of Caspert Management Co., Inc have made a personal inspection of the property located in Jersey City, New Jersey.

Signed


Ronald M. Caspert, CAI, CEA
President, Appraisal Division

Casper Management Co., Inc.
333 Sylvan Avenue, Englewood Cliffs, NJ 07632

Tel: (201)871-1600
Fax: (201)871-1382

Item	Qt.	Description	FLV	OLV	FMV
------	-----	-------------	-----	-----	-----

1	1	Treca Snowmelter			
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Model: 60-PD

Snowmelter S/N: 10014

Trailer Vin# 2T9TH74E330159011

Manufacturer December 2003

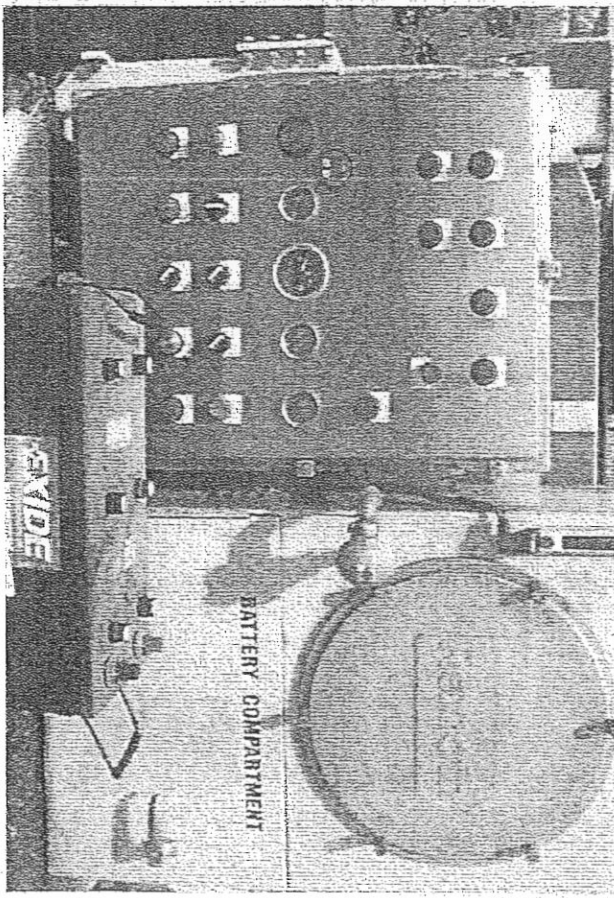
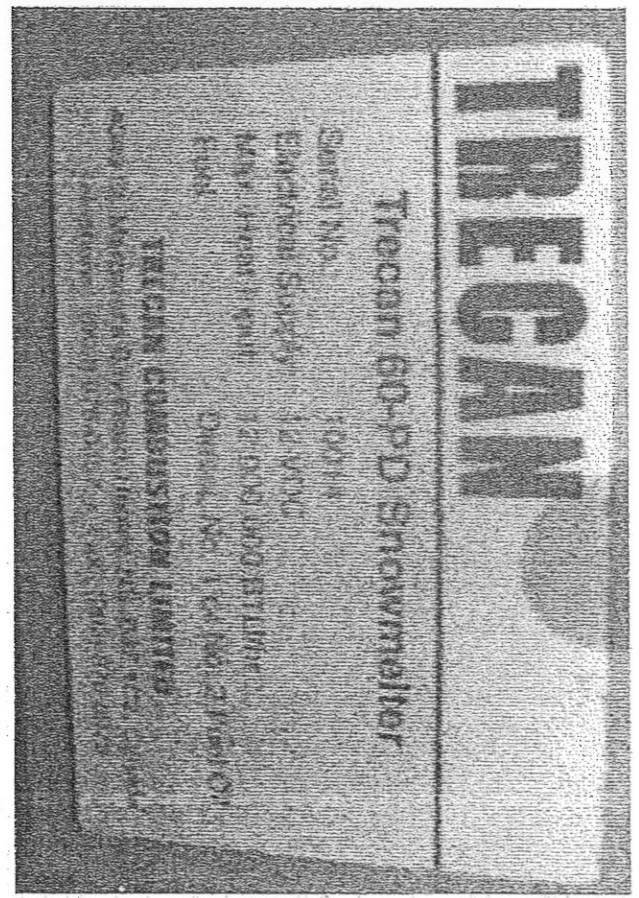
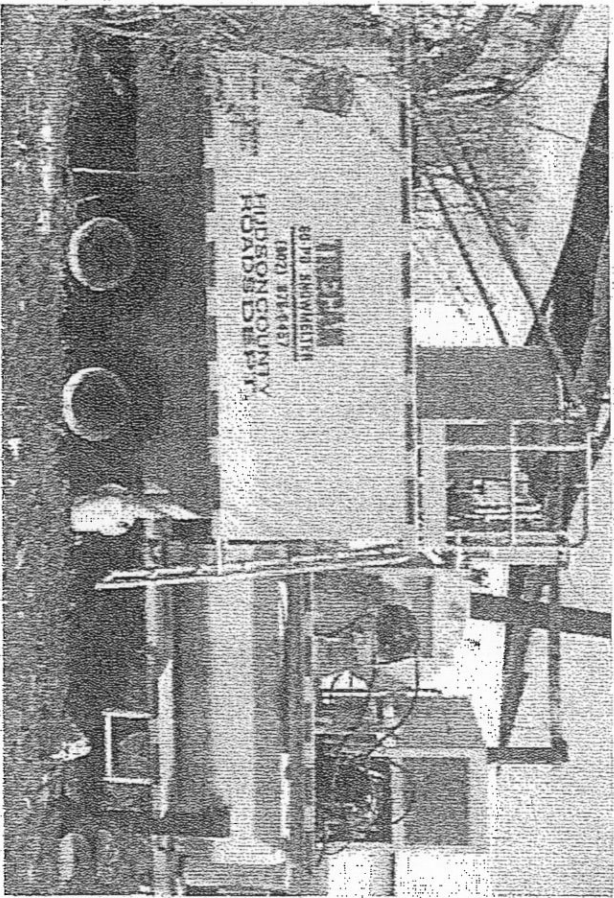
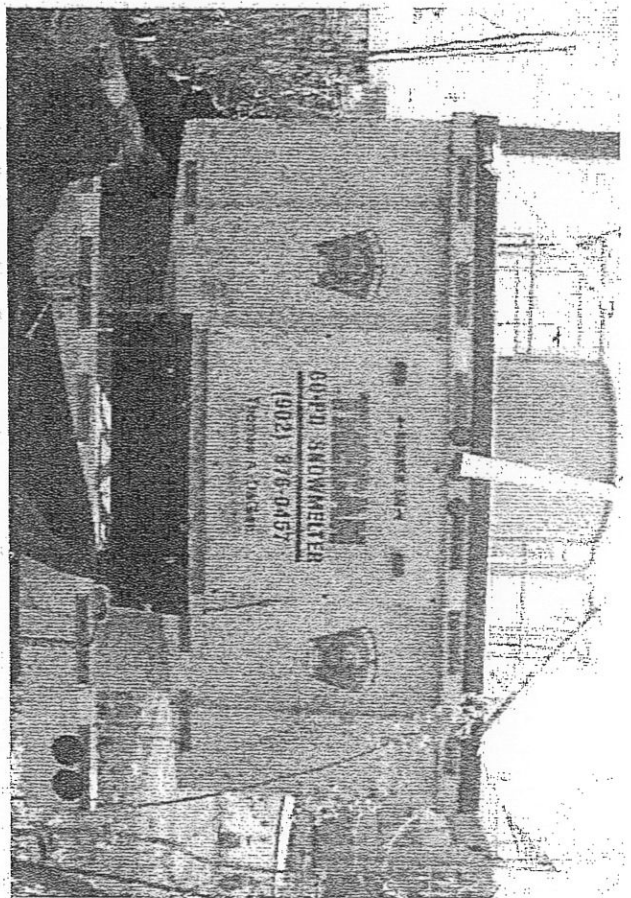
Melting Capacity: 60 Tons / Per Hour

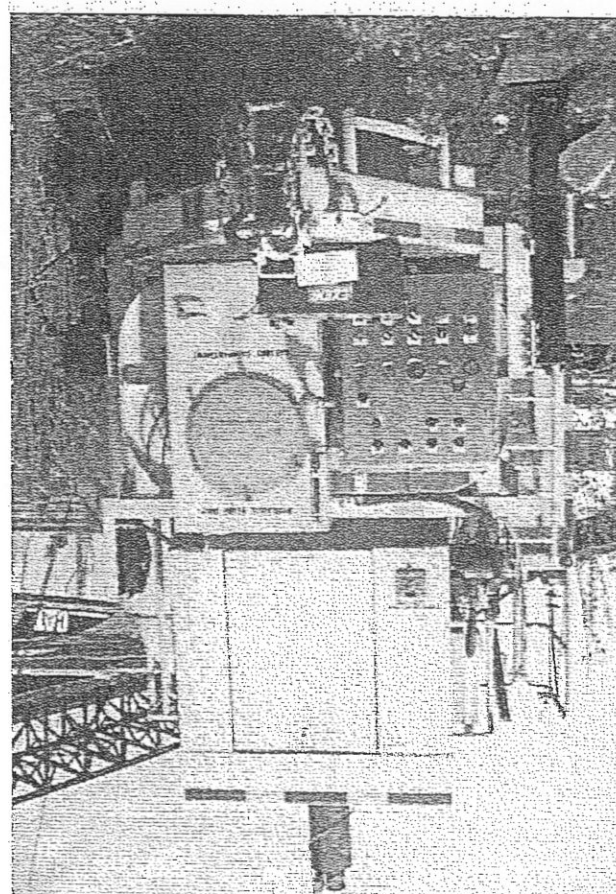
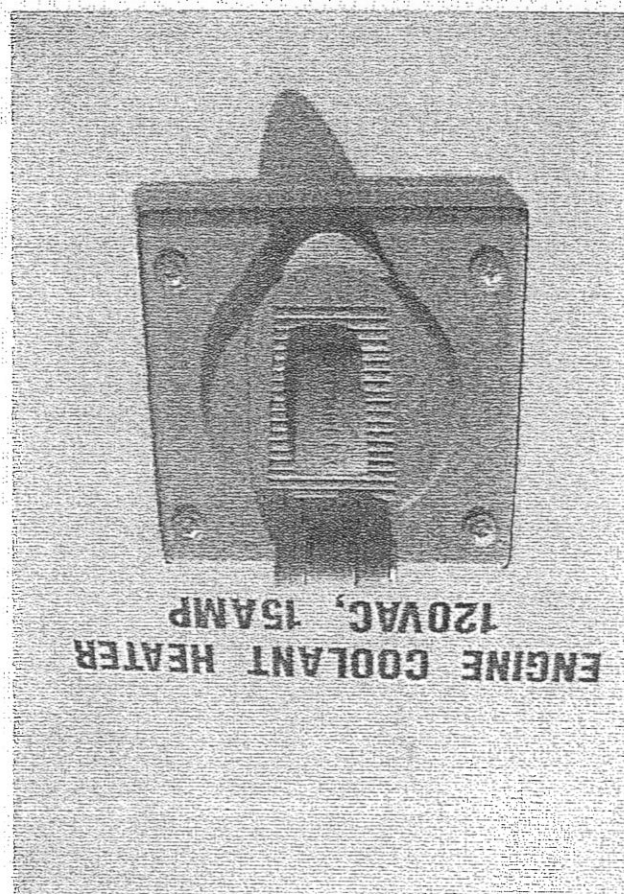
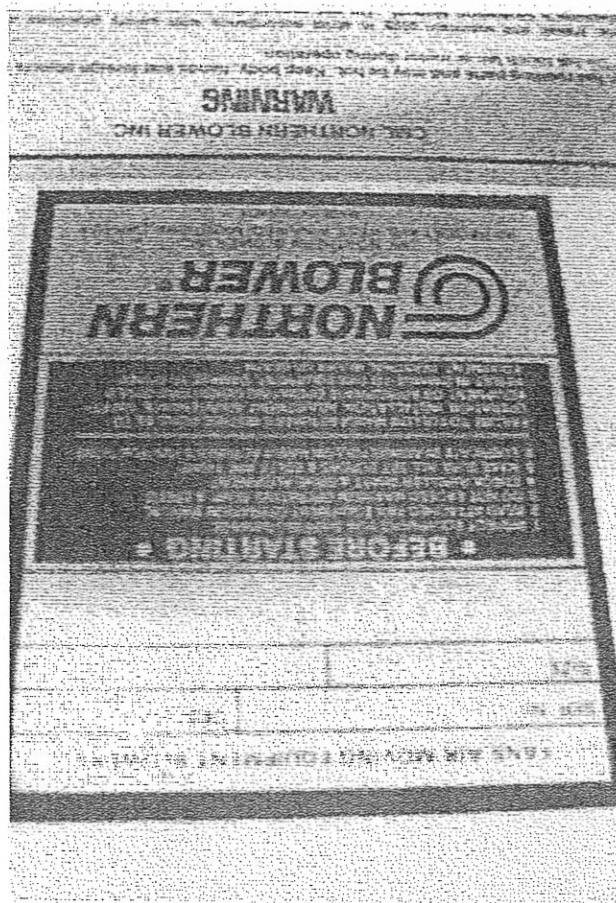
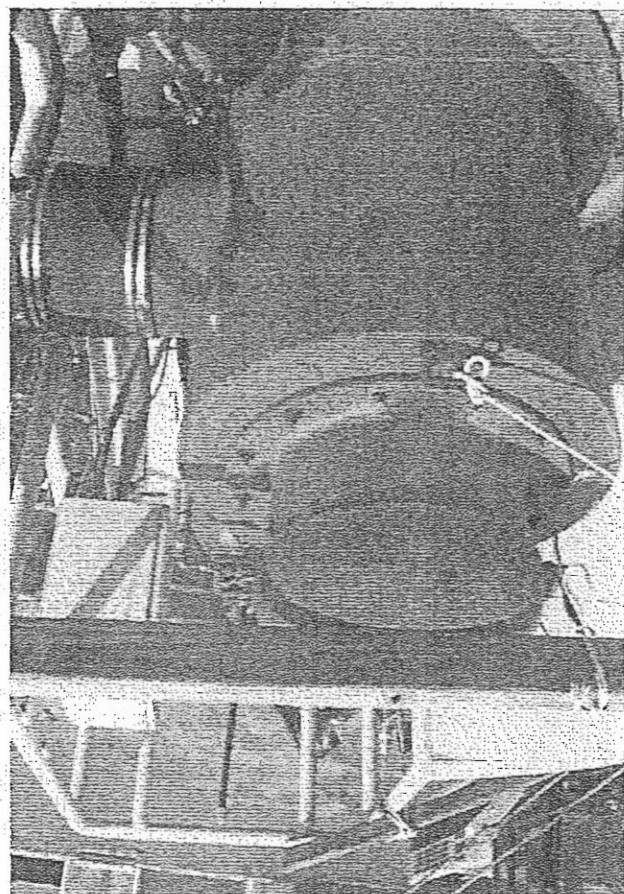
John Deere Engine, Combustion Air Blower,

Treca Burner

Used 3x; 36.4 Hours

50,000	55,000	65,000
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INTRODUCED BY: _____

SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION AWARDING A CONTRACT TO LOU'S LANDSCAPING
& DESIGN, INC. FOR THE PROVISIONS OF STEVENS PARK
SIDEWALK IMPROVEMENT PROJECT IN ACCORDANCE WITH THE
CITY'S BID NO. 16 - 21 IN THE TOTAL NOT TO EXCEED AMOUNT OF
\$122,025.00**

WHEREAS, seven (7) bids were received for Stevens Park Sidewalk Improvement project, as specified in Bid Number 16 - 21; and,

WHEREAS, the lowest three (3) bids being:

<u>VENDOR</u>	<u>BID PROPOSALS</u>
1. Lou's Landscaping & Design, Inc. 573 Valley Road, Suite 7A Wayne, NJ 07470	Base Bid \$49,575.00 Alt. Bid A \$16,560.00 Alt. Bid B \$26,910.00 Alt. Bid C \$28,980.00 Total Bid \$122,025.00
2. V & K Construction Co. Bartha Avenue Edison, NJ 08817	Base Bid \$48,500.00 Alt. Bid A \$17,280.00 Alt. Bid B \$28,080.00 Alt. Bid C \$30,240.00 Total Bid \$124,100.00
3. Adamo Brothers Construction Alexander Avenue Ridgefield, NJ 07657	Base Bid \$54,150.00 Alt. Bid A \$17,280.00 Alt. Bid B \$28,080.00 Alt. Bid C \$30,240.00 Total Bid \$129,750.00

WHEREAS, pursuant to the recommendation of the City Engineer (attached hereto), the City wishes to contract for the services specified in Bid No. 16 - 21, and Lou's Landscaping & Design, Inc. submitted the lowest, responsible, and responsive bid in the amount of \$122,025.00; and,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken as follows:

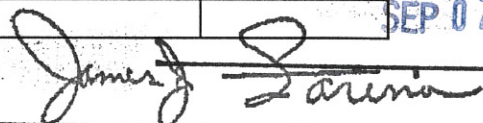
- A. Lou's Landscaping & Design, Inc. is awarded a contract in the total not to exceed of amount of One Hundred Twenty Two Thousand Twenty Five Dollars (\$122,025.00) for the Stevens Park Sidewalk Improvement project, and said work shall be performed in accordance with the specifications as set forth in the City's Bid No. 16 - 21.
- B. If the contract, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the project.
- C. The contract shall be in accordance with the terms of the specifications and the vendor's corresponding bid proposal documents. No exceptions were noted in the City Engineer's recommendations; therefore, none will be accepted in performing obligations under the bid.
- D. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City Council.
- E. The Mayor or her agent is hereby authorized to enter into an Agreement with the vendor for said purchase and sale.
- F. This resolution shall take effect immediately upon passage.

Meeting date: September 7, 2016

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

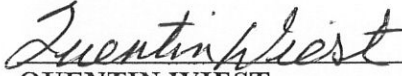
A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

SEP 07 2016

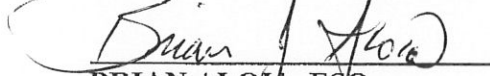


CITY CLERK

APPROVED:


QUENTIN WIEST
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:


BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A CONTRACT TO LOU'S LANDSCAPING & DESIGN, INC.
FOR THE PROVISIONS OF STEVENS PARK SIDEWALK IMPROVEMENT PROJECT IN
ACCORDANCE WITH THE CITY'S BID NO. 16 - 21 IN THE TOTAL NOT TO EXCEED
AMOUNT OF \$122,025.00

AMOUNT TO BE CERTIFIED:

\$ 122,025.00

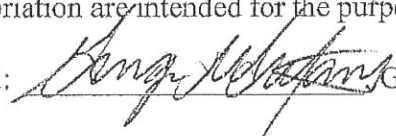
ACCOUNT NUMBERS TO CERTIFY FROM:

G-02-41-300-RH2- \$16,893.36

C-04-60-716-311 -\$105,131.64

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$122,025.00 is available in the following appropriation: G-02-41-300-RH2 (\$16,893.36) and C-04-60-716-311 (\$105,131.64); and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:  George DeStefano, CFO

September 7, 2016
09:30 AM

CITY OF HOBOKEN
Budget Entry Verification Listing

Page No: 1

Batch Id: GDS Batch Date: 09/07/16 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
G-02-41-300-RH2 HUDSNCNTY OPENSACE RECR/HISTORIC 2012	Encumbrance	CFO CERT MEETING 9/07/2016 LOU LANDSCAPE	16,893.36	1
C-04-60-716-311 Z-420 RENOVATIONS CITY BUILDINGS	Encumbrance	CFO CERT MEETING 9/07/2016 LOU LANDSCAPE	105,131.64	2

September 7, 2016
09:30 AM

CITY OF HOBOKEN
Budget Entry Verification Listing

Page No: 2

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	105,131.64
GRANT FUND	G-02	0.00	0.00	0.00	0.00	0.00	16,893.36
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	122,025.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	2	122,025.00
Total:	2	122,025.00

There are NO errors in this listing.

September 7, 2016
09:30 AM

CITY OF HOBOKEN
Budget Batch Update/Posting Report

Page No: 1

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	2	122,025.00

Batch: GDS	Updated Entries:	2	Updated Amount:	122,025.00	Ref Num:	4346
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BOSWELL ENGINEERING

ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS

330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07606-1722 • (201) 641-0770 • Fax (201) 641-1831

Leo Pellegrini, Director
Health and Human Services
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

August 30, 2016

Re: Stevens Park Sidewalk Improvements
Bid No. 16-21
City of Hoboken
Hudson County, New Jersey
Our File No. HO-527

Dear Mr. Pellegrini:

On August 26, 2016, the City of Hoboken (City) received seven (7) bids for the *Stevens Park Sidewalk Improvements* project. As you are aware the construction costs for this project are being funded by the City of Hoboken. Below is a summary of the three (3) lowest bids:

Bidder

Bid Amount

Lou's Landscaping & Design, Inc.
573 Valley Road, Suite 7A
Wayne, New Jersey 07470

\$ 49,575.00	Bid Price
\$ 16,560.00	Alternate Bid "A"
\$ 26,910.00	Alternate Bid "B"
\$ 28,980.00	Alternate Bid "C"
<u>\$122,025.00</u>	Total Bid Price
	(Base plus Alternates A, B & C)

V & K Construction, Inc.
37 Bartha Avenue
Edison, New Jersey 08817

\$ 48,500.00	Bid Price
\$ 17,280.00	Alternate Bid "A"
\$ 28,080.00	Alternate Bid "B"
\$ 30,240.00	Alternate Bid "C"
<u>\$124,100.00</u>	Total Bid Price
	(Base plus Alternates A, B & C)

Adamo Brothers Construction, Inc.
1033 Alexander Avenue
Ridgefield, New Jersey 07657

\$ 54,150.00	Bid Price
\$ 17,280.00	Alternate Bid "A"
\$ 28,080.00	Alternate Bid "B"
\$ 30,240.00	Alternate Bid "C"
<u>\$129,750.00</u>	Total Bid Price
	(Base plus Alternates A, B & C)

The remaining four (4) bidders submitted total bid prices ranging from \$144,867.20 to \$304,830.00. A summary of all bids received is attached, as well as a tabulation of unit costs for all seven (7) bidders. Boswell Engineering (Boswell) reviewed all bid documentation submitted by the three lowest bidders and provides the following comments.

BID DOCUMENTATION

Lou's Landscaping & Design, Inc.

1. Lou's Landscaping & Design, Inc. appears to have a complete submission.

V & K Construction, Inc.

1. V & K Construction, Inc.'s submission is missing the following documents:
 - a. Affirmative Action Data Form;
 - b. Americans with Disabilities Act of 1990 Acknowledgement Form;
 - c. Prevailing Wage Affidavit;
 - d. Stockholder Disclosure Form;
 - e. Non-Collusion Affidavit Form;
 - f. Nuclear-Free Hoboken Ordinance Statement;
 - g. Statement of Understanding.

Adamo Brothers Construction, Inc.

1. Adamo Brothers Construction, Inc.'s submission is missing the following documents:
 - a. Proof of Business Registration (to be provided prior to the award of contract)
 - b. Evidence of Public Works Contractor Registration (to be provided prior to the award of contract)
 - c. Bid Bond
 - d. Consent of Surety

RECOMMENDATION

It is our understanding that the City of Hoboken has adequate funding to award the Total Bid Price (Base plus Alternates A-C) for this project. Therefore, Boswell recommends that this contract be awarded to Lou's Landscaping & Design, Inc. in the amount of \$122,025.00.

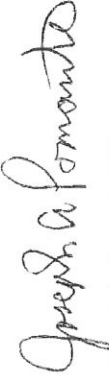
Leo Pellegrini, Director
Health and Human Services
August 30, 2016
Page 3 of 3

This recommendation is subject to Corporation Counsel's satisfactory review of all bid documentation as well as the CFO's certification that adequate funding has been appropriated. It is also subject to the City to being in receipt of the following, as applicable, before contracts are issued: Performance Bond, Payment Bond, Certificate of Insurance, Affirmative Action Affidavit, and Initial Project Workforce Report (Form AA-201).

Please do not hesitate to contact the undersigned with any questions.

Sincerely,

BOSWELL McCLAVE ENGINEERING



Joseph A. Pomante, P.E.
City Engineer Representative

JAP/s
Attachments

cc: Quentin Wiest, Business Administrator
Corporation Counsel, City of Hoboken
City of Hoboken Purchasing Department

160830_JAP.L1 Bid Recommendation.doc



STEVENS PARK SIDEWALK IMPROVEMENTS
CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY
OUR FILE NO. HO-527

Bid Date: August 26, 2016

Engineer: Joe Pomante

Time: 1:00 P.M.

Base Bid: \$65,000-\$85,000
Alt. Bid A: \$15,000-\$35,000
Alt. Bid B: \$30,000-\$50,000
Alt. Bid C: \$30,000-\$50,000

1. Adamo Brothers Construction ✓

Base Bid \$54,150
Alt. Bid A \$17,280
Alt. Bid B \$28,080
Alt. Bid C \$30,240
Total \$129,750 (3)

2. A.A. Berms, LLC ✓

Base Bid \$54,688.20
Alt. Bid A \$20,155.20
Alt. Bid B \$32,752.20
Alt. Bid C \$35,271.60
Total \$142,877.20 (4)

3. Your Way Construction ✓

Base Bid \$120,150
Alt. Bid A \$42,080
Alt. Bid B \$68,120
Alt. Bid C \$74,480
Total \$304,830 (7)

4. Boltzer Landscaping, Inc.

Base Bid _____
Alt. Bid A _____
Alt. Bid B _____
Alt. Bid C _____
Total _____

5. Al Neto Contractors ✓

Base Bid	\$ 61,350
Alt. Bid A	\$ 21,400
Alt. Bid B	\$ 35,100
Alt. Bid C	\$ 37,800
Total	\$ 155,850 (5)

6. Pav-Con Construction, Inc.

Base Bid	
Alt. Bid A	
Alt. Bid B	
Alt. Bid C	
Total	

7. Max Adamo Construction
(This is a different company than Adamo Brothers Construction above)

Base Bid	
Alt. Bid A	
Alt. Bid B	
Alt. Bid C	
Total	

8. Lou's Landscaping & Design ✓

Base Bid	\$49,575
Alt. Bid A	\$16,560
Alt. Bid B	\$26,710
Alt. Bid C	\$28,980
Total	\$122,825 (1)

9. Diamond Construction

Base Bid	
Alt. Bid A	
Alt. Bid B	
Alt. Bid C	
Total	

10. Reggio Construction /

Base Bid	\$67,841.70
Alt. Bid A	\$24,832
Alt. Bid B	\$40,352
Alt. Bid C	\$43,456
Total	\$178,881.70 (2)

11. V & K Construction Co. ✓

Base Bid	\$48,500
Alt. Bid A	\$17,280
Alt. Bid B	\$28,080
Alt. Bid C	\$30,240
Total	\$124,100 (2)

BOSWELL McCLAVE ENGINEERING
330 Phillips Avenue
South Hackensack, NJ 07606

BID SUMMARY
STEVENS PARK SIDEWALK IMPROVEMENTS BID NO. 16-21
CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY
OUR FILE NO. HO-527

BID DATE: August 26, 2016				TIME: 1 PM		Lou's Landscaping & Design, Inc. 573 Valley Road, Suite 7A Wayne, NJ 07470 973-654-7038 973-832-4864 Fax		V & K Construction, Inc. 37 Bartha Avenue Edison, NJ 08817 732-572-7188 732-572-1787		Adamo Brothers Const. Inc. 1033 Alexander Avenue Ridgefield, NJ 07557		A.A. Berms, LLC 106 Mill Street Belleville, NJ 07109		Al Neto Contractors, Inc. 1004 Severin Drive Bridgewater, NJ 08807	
ITEM NO.	DESCRIPTION	PAY UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
BASE BID															
1	Breakaway	UNIT	10	\$ 75.00	\$ 750.00	\$ 50.00	\$ 500.00	\$ 50.00	\$ 500.00	\$ 0.01	\$ 0.10	\$ 20.00	\$ 200.00		
2	Drum	UNIT	10	\$ 75.00	\$ 750.00	\$ 50.00	\$ 500.00	\$ 25.00	\$ 250.00	\$ 0.01	\$ 0.10	\$ 5.00	\$ 50.00		
3	Traffic Cone	UNIT	50	\$ 10.00	\$ 500.00	\$ 20.00	\$ 1,000.00	\$ 5.00	\$ 250.00	\$ 0.01	\$ 0.50	\$ 2.00	\$ 100.00		
4	Construction Signs	S.F.	100	\$ 10.00	\$ 1,000.00	\$ 15.00	\$ 1,500.00	\$ 5.00	\$ 500.00	\$ 0.01	\$ 1.00	\$ 2.50	\$ 250.00		
5	Paver Sidewalk	S.Y.	450	\$ 103.50	\$ 46,575.00	\$ 100.00	\$ 45,000.00	\$ 117.00	\$ 52,650.00	\$ 125.97	\$ 56,686.50	\$ 135.00	\$ 60,750.00		
Total Base Bid Items					\$ 49,575.00		\$ 45,500.00		\$ 54,150.00		\$ 56,686.20		\$ 61,350.00		
Alternate Bid 'A'															
5A	Paver Sidewalk	S.Y.	160	\$ 103.50	\$ 16,560.00	\$ 108.00	\$ 17,280.00	\$ 108.00	\$ 17,280.00	\$ 125.97	\$ 20,155.20	\$ 135.00	\$ 21,600.00		
Total Alternate Bid 'A'					\$ 16,560.00		\$ 17,280.00		\$ 17,280.00		\$ 20,155.20		\$ 21,600.00		
Alternate Bid 'B'															
5B	Paver Sidewalk	S.Y.	260	\$ 103.50	\$ 26,910.00	\$ 108.00	\$ 28,080.00	\$ 108.00	\$ 28,080.00	\$ 125.97	\$ 32,752.20	\$ 135.00	\$ 35,100.00		
Total Alternate Bid 'B'					\$ 26,910.00		\$ 28,080.00		\$ 28,080.00		\$ 32,752.20		\$ 35,100.00		
Alternate Bid 'C'															
5C	Paver Sidewalk	S.Y.	280	\$ 103.50	\$ 28,980.00	\$ 108.00	\$ 30,240.00	\$ 108.00	\$ 30,240.00	\$ 125.97	\$ 35,271.60	\$ 135.00	\$ 37,800.00		
Total Alternate Bid 'C'					\$ 28,980.00		\$ 30,240.00		\$ 30,240.00		\$ 35,271.60		\$ 37,800.00		
TOTAL BASE BID AND ALTERNATE BIDS A, B, C					\$ 122,025.00		\$ 124,100.00		\$ 129,750.00		\$ 144,867.20		\$ 155,850.00		
BID DATE: August 26, 2016				TIME: 1 PM		Reggio Construction 1575 West Street Fort Lee, NJ 07024 201-363-0156 201-363-8965		Your Way Construction, Inc. 404 Colt Street Irvington, NJ 07111							
ITEM NO.	DESCRIPTION	PAY UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
BASE BID															
1	Breakaway	UNIT	10	\$ 0.01	\$ 0.10	\$ 50.00	\$ 500.00		\$ -		\$ -		\$ -		\$ -
2	Drum	UNIT	10	\$ 0.01	\$ 0.10	\$ 25.00	\$ 250.00		\$ -		\$ -		\$ -		\$ -
3	Traffic Cone	UNIT	50	\$ 0.01	\$ 0.50	\$ 10.00	\$ 500.00		\$ -		\$ -		\$ -		\$ -
4	Construction Signs	S.F.	100	\$ 0.01	\$ 1.00	\$ 10.00	\$ 1,000.00		\$ -		\$ -		\$ -		\$ -
5	Paver Sidewalk	S.Y.	450	\$ 155.20	\$ 69,840.00	\$ 262.00	\$ 117,900.00		\$ -		\$ -		\$ -		\$ -
Total Base Bid Items					\$ 69,841.70		\$ 120,150.00		\$ -		\$ -		\$ -		\$ -
Alternate Bid 'A'															
5A	Paver Sidewalk	S.Y.	160	\$ 155.20	\$ 24,832.00	\$ 263.00	\$ 42,080.00		\$ -		\$ -		\$ -		\$ -
Total Alternate Bid 'A'					\$ 24,832.00		\$ 42,080.00		\$ -		\$ -		\$ -		\$ -
Alternate Bid 'B'															
5B	Paver Sidewalk	S.Y.	260	\$ 155.20	\$ 40,352.00	\$ 262.00	\$ 68,120.00		\$ -		\$ -		\$ -		\$ -
Total Alternate Bid 'B'					\$ 40,352.00		\$ 68,120.00		\$ -		\$ -		\$ -		\$ -
Alternate Bid 'C'															
5C	Paver Sidewalk	S.Y.	280	\$ 155.20	\$ 43,456.00	\$ 266.00	\$ 74,480.00		\$ -		\$ -		\$ -		\$ -
Total Alternate Bid 'C'					\$ 43,456.00		\$ 74,480.00		\$ -		\$ -		\$ -		\$ -
TOTAL BASE BID AND ALTERNATE BIDS A, B, C					\$ 178,481.70		\$ 304,830.00		\$ -		\$ -		\$ -		\$ -
* Denotes a difference in amount															

* Denotes a difference in amount

CITY OF HOBOKEN

Division of Purchasing



DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: August 30, 2016

To: Quentin Wiest, Business Administrator
Alyssa L. Bongiovanni, Assistant Corporation Counsel

From: AL B. Dineros

Subject: **Recommendation to Award the Contract for Bid 16 - 21 –
Stevens Park Sidewalk Improvement Project**

Reference: (a) Memorandum from Boswell McClave Engineering – August 30, 2016

Boswell McClave Engineering reviewed the bid documentations submitted by the three (3) lowest bidders and were satisfied that it met the intent of the specifications.

I reviewed the bid documents submitted by the three (3) lowest bidders. The following information is provided:

<u>VENDOR</u>	<u>BID PROPOSALS</u>
1. Lou's Landscaping & Design 573 Valley Road, Suite 7A Wayne, NJ 07470	Base Bid \$49,575.00 Alt. Bid A \$16,560.00 Alt. Bid B \$26,910.00 Alt. Bid C \$28,980.00 Total Bid \$122,025.00
2. V & K Construction Co. Bartha Avenue Edison, NJ 08817	Base Bid \$48,500.00 Alt. Bid A \$17,280.00 Alt. Bid B \$28,080.00 Alt. Bid C \$30,240.00 Total Bid \$124,100.00
3. Adamo Brothers Construction Alexander Avenue Ridgefield, NJ 07657	Base Bid \$54,150.00 Alt. Bid A \$17,280.00 Alt. Bid B \$28,080.00 Alt. Bid C \$30,240.00 Total Bid \$129,750.00

I fully concurred with Boswell McClave Engineering to award the contract to Lou's Landscaping & Design, Inc. for not to exceed amount of \$122,025.00.

The following comments are provided regarding bid submission for the lowest three (3) bidders:

1. Lou's Landscaping & Design - It appears they have complete submission
2. Adamo Brothers Construction – It appears they have complete submission.
4. V & K Construction Co. - They failed to submit the following:
 - a. Affirmative Action Date Form
 - b. Americans with Disabilities Act of 1990
 - c. Affirmative compliance Form
 - d. Prevailing Wage Affidavit
 - e. Stockholder Disclosure Form
 - f. Non-Collusion Affidavit
 - g. Nuclear- Free Hoboken Ordinance Statement

NOTE: It appears that the 2nd copy provided by Adamo Brothers that were given to Boswell McClave Engineering was missing some documents which was reflected in the memo from Joe Pomante.

E6

INTRODUCED BY: _____

SECOND BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE REPLACEMENT OF TREES BY
FIELDS HI-RISE CONSTRUCTION COMPANY AND WAIVER OF ANY
PERMIT FEES TO COMPLETE THE WORK**

WHEREAS, by letter dated August 30, 2016, Fields Hi-Rise Construction Co., (hereinafter "FHRC") offered to volunteer labor and materials to remove approximately 16 dead trees and plant nine trees as outlined in August 29, 2016, Street Planting design for 2nd Adams Street as prepared by Twin Resources and repair or replace miscellaneous sidewalk paving stones in and around the affected area; and

WHEREAS, FHRC has graciously offered to provide resources to perform the work without any expectation of remuneration; and,

WHEREAS, FHRC recognizes that the exact scope of the work including the number, location and type of trees to be planted shall be determined by the City; and,

WHEREAS, FHRC has requested that any tree removal permit or other fees normally imposed by the City be waived; and,

WHEREAS, FHRC has agreed to obtain and provide the City with the appropriate insurance certifications evidencing appropriate coverage is in effect after the final scope of work is agreed upon and before work begins.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Hoboken hereby authorizes the Mayor and/or her Administration to notify Fields Hi-Rise Construction Co., of the Council's acceptance of their gracious donation of time and material as outlined herein and their letter dated August 30, 2016; and

BE IT FURTHER RESOLVED, the City Council hereby authorizes the Mayor, her Administration, and/or Corporation Counsel to proceed to finalize and execute said scope of work making any changes necessary, certify adequate insurance is in place, and to take any and all steps necessary to ensure the intent of this resolution is carried out.

Meeting date: September 7, 2016

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			

Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

APPROVED:

Quentin Wiest
 QUENTIN WIEST
 BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

Brian Aloia
 BRIAN ALOIA, ESQ.
 CORPORATION COUNSEL

A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON:

SEP 07 2016

James J. Sarena
 CITY CLERK

FIELDS HI-RISE CONSTRUCTION COMPANY

1 Henderson Street
Hoboken, New Jersey 07030
Telephone: (201) 938-0100 or (201) 656-6160
Fax: (201) 656-2116

August 30, 2016

Via E-Mail

Stephen D. Marks
Municipal Manager
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

**Re: Removal and Replacement of Dead Trees
Adams and 2nd Street, Hoboken, New Jersey**

Dear Mr. Marks:

Fields Hi-Rise Construction Co. ("FHRC") wishes to volunteer its services to the City of Hoboken to remove and replace certain dead street trees in the general area of the Hoboken Multi-Service Center. FHRC offers its services to the City of Hoboken without any expectation of remuneration in connection with its work.

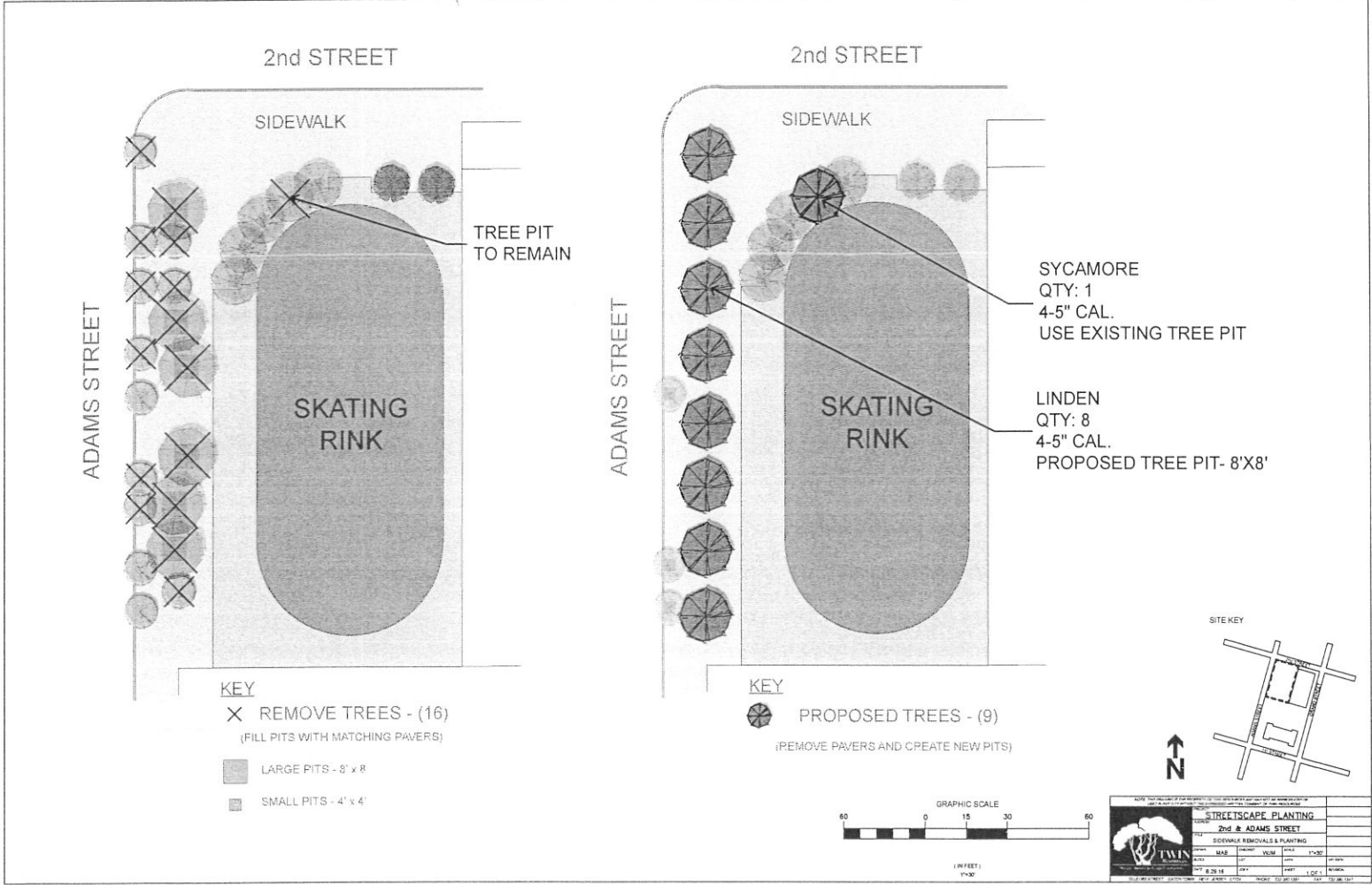
The scope of work will be finalized with representatives of the City of Hoboken but our understanding is that the actual scope of work generally includes the removal and replacement of approximately 12-16 trees located on municipal property or in the public right of way along Adams Street near the intersection of 2nd Street. The exact number, and specific type, of trees to be removed will be determined by the City of Hoboken. In addition, the new types and locations of the replacement trees to be installed by FHRC will be decided by the City of Hoboken after further evaluation and review. Upon agreement between FHRC and the City of Hoboken, FHRC will also repair or replace miscellaneous sidewalk paving stones in and around the affected area.

FHRC will perform its work in accordance with relevant ordinances of the City of Hoboken. FHRC does request, however, that any tree removal permit fees be waived by the City of Hoboken in connection with its work. Once the final scope of work is agreed upon with the City of Hoboken, FHRC will provide proper insurance limits and insurance certificates required by the City of Hoboken.

Thank you and we look forward to working with the City of Hoboken on this project.

Very truly yours,

Robert Caulfield





DEPARTMENT OF ENVIRONMENTAL SERVICES

City of Hoboken

94 WASHINGTON Street
Hoboken, New Jersey, 07030

201-420-2049

Fax: 201-222-3830

TREE PERMIT

DAWN ZIMMER
MAYOR

Leo Pellegrini
Director

PERMISSION IS HEREBY GRANTED TO ROBERT CAUFIELD / FIELDS CONSTRUCTION
(Name of Person / Company)

Address 1 HENDERSON ST HOBOKEN.
Telephone: 201-656-6160 Fax: 201-656-2116 Mobile: _____

To: Plant: ☒ Prune: ☐ Remove: ☒ Other: _____

A Tree at the following Location:

First & Adams, Municipal Building

Property Owner's Name: CITY OF HOBOKEN

Address _____

Telephone _____

The person or persons who accept this permit conditions that he or they will be held liable for all damage that may arise by reason of accident or carelessness. The City of Hoboken requires that the tree stump be ground out and all debris / branches, etc. be removed from the site. Also, the sidewalk area around the tree must be repaired to eliminate any dangerous conditions to pedestrians.

OTHER CONDITIONS _____

Environmental Services Director (or Representative)

Date: _____

Contractor / Owner TCI 8/29/16.
Signature



F1

INTRODUCED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AMENDING HOBOKEN CITY COUNCIL
RESOLUTIONS NO. 5 DATED FEBRUARY 17, 2016 AND NO. 7 DATED
MAY 18, 2016 TO ALLOW FOR AN ADJUSTMENT OF FUNDS**

WHEREAS, Resolution No. 5 was passed on February 17, 2016 by the City Council of the City of Hoboken, approving payment of the remaining outstanding amount of the judgment balance for the acquisition of the property known as Block 12 relative to the matter of City of Hoboken v. Ponte in the amount of \$1,546,000.00, utilizing funds from the Municipal Open Space Trust Fund (T-26-56-850-851); and,

WHEREAS, Resolution No. 7 was passed on May 18, 2016 awarding a contract to Flanagan's Constructing Group, Inc. for a construction project located at Block 12 in the total not to exceed amount of \$4,907,567.50, of which \$1,302,174 was charged to Ordinance Z-94 (C-04-60-711-110); and,

WHEREAS, the City has received guidance that the construction of Block 12 should not be charged to Ordinance Z-94; and,

WHEREAS, the City has determined to amend the Certification of Funds contained in the May 18, 2016 resolution to charge the local share of the contract with Flanagan's Constructing Group, in the amount of \$1,302,174.00, to the Open Space Trust Fund (T-26-56-850-851).

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that an adjustment of funds shall be made as follows:

1. Resolution No. 5 dated February 17, 2016 shall be amended to charge the total amount of \$1,546,000.00 for the acquisition of Block 12 relative to the matter of City of Hoboken v. Ponte to Bond Ordinance Z-94, Account No. C-04-60-711-110.
2. Resolution No. 7 dated May 18, 2016 shall be amended to charge \$1,302,174.00 to the Open Space Trust Fund, Account No. T-26-56-850-851.

Meeting date: September 7, 2016

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	✓			
Michael DeFusco	✓			
James Doyle	✓			
Tiffanie Fisher	✓			
David Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo	✓			
President Jennifer Giattino	✓			

APPROVED:

Quentin Wiest
 QUENTIN WIEST
 BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

Brian Aloia
 BRIAN ALOIA, ESQ.
 CORPORATION COUNSEL

A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON:

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AMENDING RESOLUTION NO. 5 DATED FEBRUARY 17, 2016 AND
 RESOLUTION NO. 7 DATED MAY 18, 2016 TO ALLOW FOR AN ADJUSTMENT OF
 FUNDS

CITY CLERK

AMOUNTS TO BE CERTIFIED AND ACCOUNTS TO BE CERTIFIED FROM:

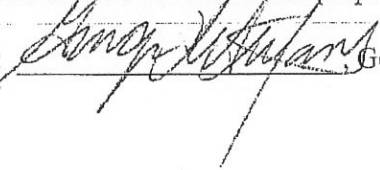
\$1,546,000.00 from C-04-60-711-110
 \$1,302,174.00 from T-26-56-850-851

Amending ORIGINAL Certification
 2/17/2016

SEP 07 2016

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$2,848,174.00 is available in the following appropriation: \$1,546,000.00 from C-04-60-711-110 and \$1,302,174.00 from T-26-56-850-851; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:  George DeStefano, CFO

5

SPONSORED: Robert J. Wiest

SECONDED: [Signature]

CITY OF HOBOKEN
RESOLUTION NO. ____

RESOLUTION TO APPROVE THE PAYMENT OF THE REMAINING OUTSTANDING AMOUNT OF THE JUDGMENT BALANCE FOR BLOCK 12, IN THE MATTER KNOWN AS CITY OF HOBOKEN V. PONTE, HUD-L-4095-12, IN ACCORDANCE WITH THE JUDGMENT, FROM THE MUNICIPAL OPEN SPACE TRUST FUND, IN THE REMAINING OUTSTANDING AMOUNT OF \$1,546,000.00

WHEREAS, the City of Hoboken is currently involved in the matter known as City of Hoboken v. Ponte, HUD-L-4095-12 regarding Block 12; and,

WHEREAS, the Court has entered a judgment in the amount of \$4,483,000.00, of which the City previously paid \$2,937,000.00 as the down payment, leaving a judgment balance of \$1,546,000.00; and,

WHEREAS, the City seeks to pay the judgment balance from the City's Municipal Open Space Trust Fund, T-26-56-850-851, which is proper under such circumstances since the judgment is for condemnation and acquisition of the property known as Block 12 by the City, and funds to cover the judgment balance are available in said Trust.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Hoboken, that the Council consents to the payment of the judgment balance, \$1,546,000.00, by the Administration from the Municipal Open Space Trust Fund, T-26-56-850-851, and consents to all action taken by the Administration in accordance with the terms of said judgment, including without limitation final payment of the judgment amount from the City's aforementioned funds without contest or the need for a separate claim approval.

BE IT FURTHER RESOLVED, this resolution shall be effective immediately upon adoption.

Meeting Date: February 17, 2016

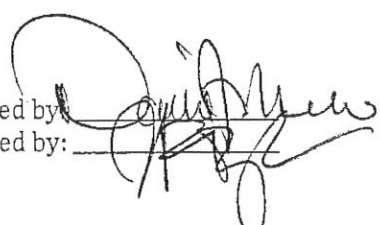
APPROVED:

Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

[Signature]
Austia Proko, Esq.
Intergovernmental Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffany Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

Introduced by: 

Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO FLANAGAN'S CONSTRUCTING GROUP, INC. FOR THE PROVISIONS OF HOBOKEN SOUTHWEST BLOCK 12 PARK IN ACCORDANCE WITH THE CITY'S BID NO. 16-03 IN THE TOTAL NOT TO EXCEED AMOUNT OF \$4,907,567.50

WHEREAS, bids were received for Hoboken Southwest Block 12 Park project, as specified in Bid Number 16 - 03; and,

WHEREAS, two (2) bids were received, the being:

<u>VENDOR</u>	<u>TOTAL BID PRICE</u>
1. Flanagan's Contracting Group, Inc. 90 Old Camplain Road Hillsborough, NJ 08844	\$4,907,567.50
2. Justinian Builders, Inc. 338 7 th Street, Ground Floor Jersey City, NJ 07302	\$5,376,474.65

WHEREAS, pursuant to the recommendation of the City Architect (attached hereto) the City wishes to contract for the services specified in Bid No. 16 - 03, and Flanagan's Contracting Group, Inc. submitted the lowest, responsible, and responsive bid in the amount of \$4,907,567.50; and,

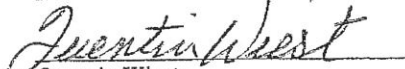
NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hoboken as follows:

- A. This resolution awards a contract, in a form supplied by the City to the contractor and engineer, to Flanagan's Contracting Group, Inc. for Bid No. 16 - 03, in the total amount of Four Million Nine Hundred Seven Thousand Five Hundred Sixty Seven Dollars and Fifty Cents (\$4,907,567.50) for Hoboken Southwest Block 12 Park Project; and said contract shall be to Flanagan's Contracting Group, Inc. in accordance with the specifications as set forth in Bid No. 16 - 03.
- B. If the contract, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the project.
- C. The contract shall be in accordance with the terms of the specifications and the vendor's corresponding bid proposal documents. No exceptions were noted in the City's Architect's recommendations; therefore, none will be accepted in performing obligations under the bid.

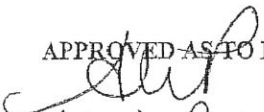
- D. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City Council.
- E. Bid No. 16-03, and the contract entered into thereunder, is subject to the liquidated damages clause, the performance bond, and the environmental bond obligations defined within the language of the bid documents, and the contract awarded herein under Bid No. 16-03 shall be subject to said obligations as well.
- F. The Mayor or her authorized agent is hereby sanctioned to enter into the herein awarded contract with the vendor for said purchase pursuant to Bid No. 16-03.
- G. Prior to execution of the contract awarded and defined hereunder, and within twenty (20) days of adoption of this resolution, the City of Hoboken shall provide a copy of this resolution along with the bid specifications, the bid proposal of Flanagan's Constructing Group, Inc., and a draft of the City's form contract to the Office of the State Comptroller of the State of New Jersey for review. The Mayor's authority to execute the agreement hereunder shall not be initiated until the Office of the State Comptroller acknowledges receipt of same.
- H. This resolution shall take effect immediately upon passage.

Meeting date: May 18, 2016

APPROVED:


 Quentin Wiest
 Business Administrator

APPROVED AS TO FORM:


 Alvin Proko, Esq.
 Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher				✓
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A CONTRACT TO FLANAGAN'S CONSTRUCTING GROUP, INC.
FOR THE PROVISIONS OF HOBOKEN SOUTHWEST BLOCK 12 PARK IN ACCORDANCE WITH
THE CITY'S BID NO. 16-03 IN THE TOTAL NOT TO EXCEED AMOUNT OF \$4,907,567.50

AMOUNT TO BE CERTIFIED:

\$4,907,567.50

ACCOUNT NUMBER TO CERTIFY FROM:

\$3,605,393.50 - C-04-60 - 715 - 311
\$1,302,174.00 - C- 04 -60 - 711-110

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$4,907,567.50 is available in the following appropriation: \$3,605,393.50 from C-04-60 - 715 - 311 and \$1,302,174.00 from C- 04 -60 - 711-110; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: George DeStefano, George DeStefano, CFO

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

MAY 18 2016

James J. Savino
CITY CLERK

May 17, 2016
09:47 AM

CITY OF HOBOKEN
Budget Entry Verification Listing

Page No: 1

Batch Id: GDS Batch Date: 05/17/16 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
C-04-60-711-110 Parks Acq Ord Z-94 Land Purchase	Encumbrance	CFO Cert for meeting 05/16/16 flannagan	1,302,174.00	2
C-04-60-715-311 Z-370 CONSTRUCT SOUTHWEST RESIL. PARK	Encumbrance	CFO Cert for meeting 05/16/16 flannagan	3,605,393.50	4

May 17, 2016
09:47 AM

CITY OF HOBOKEN
Budget Entry Verification Listing

Page No: 2

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	4,907,567.50
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	4,907,567.50

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	2	4,907,567.50
Total:	2	4,907,567.50

There are NO errors in this listing.

May 17, 2016
09:47 AM

CITY OF HOBOKEN
Budget Batch Update/Posting Report

Page No: 1

	Updated Entries	Updated Amount	
Reimbursements:	0	0.00	
Expenditures:	0	0.00	
Transfer In:	0	0.00	
Transfer Out:	0	0.00	
Cancel:	0	0.00	
Encumbrances:	2	4,907,567.50	
Batch: GDS	Updated Entries:	2	Updated Amount: 4,907,567.50 Ref Num: 4146

1. 输入数据 100000

Flanagan's

Contracting Group, Inc.

90 Old Camplain Road
Hillsborough, NJ 08844

Ph: 908-429-1400
Fx: 908-429-0211

www.flanagansinc.com

June 13, 2016

Ms. Alysia M. Proko
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

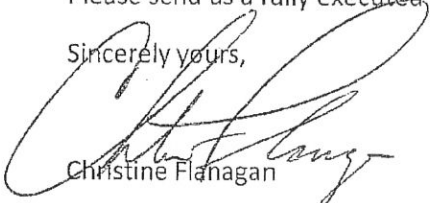
RE: Hoboken Southwest Block 12 Park

Dear Ms. Proko:

I have enclosed executed contracts, Performance, Payment and Labor Bond and Insurance Certificate regarding the Hoboken Southwest Block 12 Park project.

Please send us a fully executed copy for our files. Please call our office if you need anything else.

Sincerely yours,


Christine Flanagan

RECEIVED

JUN 14 2016

OFFICE OF CORPORATION COUNSEL
HOBOKEN, N.J. 07030

Equal Opportunity Employer

AGREEMENT FOR SERVICES

This **AGREEMENT** is by and between the **City of Hoboken**, a Municipal Corporation in the State of New Jersey with an office located at 94 Washington Street, Hoboken, New Jersey and **Flanigan's Constructing Group, Inc.** with its principal place of business at 90 Old Camplain Road, Hillsborough, New Jersey 08844.

WHEREAS, the City Council of the City of Hoboken by Resolution No. 7 dated May 18, 2016, retained the services of **Flanigan's Constructing Group, Inc.** to serve as vendor for the Provisions of Bid No. 16-03 -HOBOKEN SOUTHWEST BLOCK 12 PARK, **Flanigan's Constructing Group, Inc.**' proposal, and the City's resolution of award, and this Agreement shall be in a not to exceed amount of **Four Million Nine Hundred Seven Thousand Five Hundred Sixty Seven Dollars and Fifty Cents (\$4,907,567.50)**, and for a term to commence ~~May 18, 2016~~ and terminate upon completion of the project in accordance with the terms of the bid specifications, subject to applicable liquidated damages described therein.

WHEREAS, **Flanigan's Constructing Group, Inc.** will be required to abide by: (1) all applicable State and Local election contribution reporting requirements, including but not limited to the Hoboken Public Contracting Reform Ordinance, codified as §20A-11 *et seq.* of the Code of the City of Hoboken; (2) all Federal, State and Local Affirmative Action laws; (3) all other Federal, State and Local laws and regulations relating to public contractors, Prevailing Wage, the Open Public Records Act and the Local Public Contract Law;

WHEREAS, said service is subject to Bidding, but is not subject to the professional service and/or redevelopment Pay to Play laws of the State of New Jersey and the City of Hoboken.

NOW, THEREFORE, in consideration of the mutual covenants and promises therein contained, the parties heretofore agree as follows:

1. Contract Documents. The Contract Documents consist of each the following, which shall be incorporated by reference into the Contract:

- a) **Flanigan's Constructing Group, Inc.**' price proposal for *Provisions of Bid No. 16-03 -HOBOKEN SOUTHWEST BLOCK 12 PARK*
- b) Affirmative Action Compliance Forms
- c) All Bidding Disclosure Forms
- d) City Council Resolution #7 dated May 18, 2016
- e) Bid Specifications for Bid No. 16-03

2. Scope of Work. This Agreement represents a contract between **Flanigan's Constructing Group, Inc.** and the City of Hoboken, and no third party beneficiaries are intended or implied. Any subcontractors utilized by **Flanigan's Constructing Group, Inc.** are the sole responsibility of **Flanigan's Constructing Group, Inc.** **Flanigan's Constructing Group, Inc.** agrees to strictly comply with all the terms and conditions set forth in (1) Resolution No. 7 of May 18, 2016, (2) the Bid Specifications for Bid No. 16-03 (including any and all addenda), and (3) **Flanigan's Constructing Group, Inc.** bid and price proposal; all items will be reviewed and interpreted in that order, with the terms thereof being subject to the item listed beforehand and being repealed if inconsistent with the item listed beforehand; and, since no exception were noted in the proposal and resolution, none will be accepted as part of this agreement; and,

3. Contract Sum. **Four Million Nine Hundred Seven Thousand Five Hundred Sixty Seven Dollars and Fifty Cents (\$4,907,567.50)**, and for a term to commence ~~May 18, 2016~~ and terminate upon completion of the project in accordance with the terms of the bid specifications, subject to applicable liquidated damages described therein.

4. **Flanigan's Constructing Group, Inc.**' invoicing shall be in accordance with their bid proposal, with any change orders being subject to all applicable change order laws, and the bid specifications. **Flanigan's Constructing Group, Inc.** hereby agrees to notify Vendee, in writing through the Business Administrator and/or City Engineer, when invoices have reached Eighty Percent (80%) of the not to exceed amount established herein. **Flanigan's Constructing Group, Inc.** agrees to further notify Vendee, in writing through the Business Administrator or City Engineer, when invoices have reached One Hundred Percent (100%) of the not to exceed amount. **Flanigan's Constructing Group, Inc.** acknowledges that Vendee has not authorized and may not be held liable for any amounts billed above the not to exceed amount without prior authorized written approval of the City Engineer or the City Business Administrator.

5. Non-Appropriations Clause. If City fails to properly appropriate funds necessary to effectuate this Agreement, this Agreement shall terminate immediately upon notice to **Flanigan's Constructing Group, Inc.** subject only to payment for services rendered prior to said notice. No damages may accrue against either party for termination based on failure to appropriate.

6. Contract Term. The term shall commence ~~May 18, 2016~~ ^{TBD (per)} and terminate upon completion of the project in accordance with the terms of the bid specifications, subject to applicable liquidated damages described therein.

7. Assignment. This Agreement may not be assigned by **Flanigan's Constructing Group, Inc.** without the prior written consent of the City of Hoboken.

8. Laws. This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

9. Compliance. **Flanigan's Constructing Group, Inc.** shall comply with the requirements of N.J.A.C. 17:27 et seq. regarding Affirmative Action (see attached Addendum A), regarding Equal Employment Opportunity, and regarding City of Hoboken's "Public Contracting Reform Ordinance." **Flanigan's Constructing Group, Inc.** will execute any and all forms and provide any and all documents required to ensure compliance with these requirements.

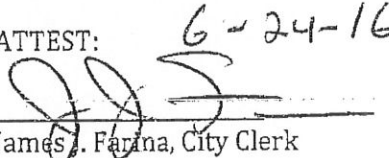
10. Record Retention and Availability. **Flanigan's Constructing Group, Inc.** covenants to retain all records relating hereto for the period required by law, according to the rules and regulations established by the New Jersey Division of Archives and Record Management. With prior written approval of the City Clerk and Corporation Counsel, **Flanigan's Constructing Group, Inc.** may forward all records to Vendee for archiving and maintenance when said records are no longer needed by vendor, and vendor shall at all times, and within the time limits set out under New Jersey's Open Public Records Act make any and all documents relating to representation available to Vendee. Should any documents requested by Vendee for purposes of OPRA and/or FOIA be exempt and/or subject to privilege, **Flanigan's Constructing Group, Inc.** covenants to forward a privilege/exemption log to the City in place of those documents.

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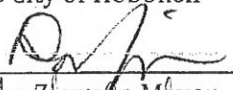
IN WITNESS WHEREOF, the parties have executed this AGREEMENT on this _____

day of _____, 2016.

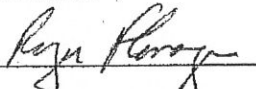
ATTEST:


James J. Farina, City Clerk

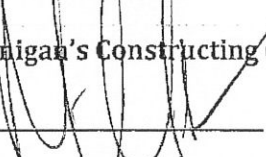
The City of Hoboken

By 
Dawn Zimmer, Mayor

ATTEST:


Ryan Flanagan

Flanigan's Constructing Group, Inc.

By 

The aforementioned Agreement has been reviewed and approved as to form.

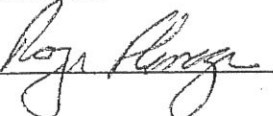
_____, Esq.
Corporation Counsel

CERTIFICATION OF COMPLIANCE WITH CITY OF HOBOKEN ORDINANCE DR-297, "PUBLIC CONTRACTING REFORM ORDINANCE"

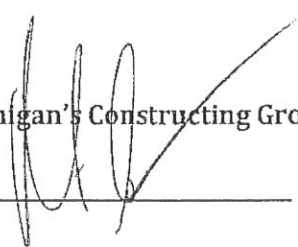
Flanigan's Constructing Group, Inc. hereby certifies that it has reviewed City of Hoboken Ordinance DR-297, "Public Contracting Reform Ordinance," ("Ordinance") and that it has not made a political contribution in violation of the Ordinance within one calendar year immediately preceding the date of this Agreement.

Flanigan's Constructing Group, Inc. further certifies that it is aware of and will comply with its continuing duty to report any violations of the Ordinance that may occur during the negotiation, proposal process or the completion of the performance or specified time period of this Agreement.

ATTEST:


Ryan Flanagan

Flanigan's Constructing Group, Inc.

By: 

ADDENDUM A

P.L. 1975, c. 127 (N.J.A.C. 17:27) Mandatory Affirmative Action Language Procurement, Professional or Service Contract

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation;

The contractor or subcontractor, where applicable, will send to each labor union or representative workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance Officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor and subcontractor, where applicable, agrees to comply with any regulations, promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1097, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the areas, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, Affectional or sexual orientation, and

that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedure, if necessary to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such action are taken without regard to age, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.

The contractor or subcontractor shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Officer for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

We hereby agree to comply with the above regulations and mandatory language under the requirements of the State of New Jersey Affirmative Action Office during the year 2002 for professional services to any Public Agency, County, Municipality or Township as may be applicable.

Flanigan's Constructing Group, Inc. hereby certifies that it has reviewed Addendum A and that it has not taken any actions in violation of the requirements within one calendar year immediately preceding the date of this Agreement.

Flanigan's Constructing Group, Inc. further certifies that it is aware of and will comply with its continuing duty to prevent and/or mitigate any conduct which may occur during the negotiation, proposal process or the completion of the performance or specified time period of this Agreement.

ATTEST:



Flanigan's Constructing Group, Inc.

By: 

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

CONTRACTOR INSTRUCTIONS

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20:260). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- Any state, county, or municipal committee of a political party
- Any legislative leadership committee
- Any continuing political committee (a.k.a., political action committee)
- Any candidate committee of a candidate for, or holder of, an elective office:
 - Of the public entity awarding the contract
 - Of that county in which that public entity is located
 - Of another public entity within that county
 - Or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- Individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- All principals, partners, officers, or directors of the business entity or their spouses
- Any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PAC's).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] the contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclose able to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law: NOTE: This section does not apply to Board of Education contracts.

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POLITICAL CONTRIBUTION DISCLOSURE FORM

PART II – CITY OF HOBOKEN DISCLOSURE LIST

Entity	Threshold Amount	Time Frame
Candidate of elective municipal office in Hoboken	\$300.00	One year before contract execution through one year after contract completion
Candidate Committee of candidate to elective municipal office in Hoboken	\$300.00	One year before contract execution through one year after contract completion
Joint Candidate Committee of candidates any of whom are running for elective municipal office in Hoboken	\$500.00	One year before contract execution through one year after contract completion
Any individual who currently holds an elective municipal office in Hoboken	\$300.00	One year before contract execution through one year after contract completion
Any Hudson County political Party committee	\$500.00	One year before contract execution through one year after contract completion
Any continuing political committee or political action committee that financially supports Hoboken or Hudson County candidates	\$500.00	One year before contract execution through one year after contract completion
Combined Total of All Contributions Regulated (above)	\$2500.00	One year before contract execution through one year after contract completion

Required Pursuant To N.J.S.A. 19:44A-20.26

Part I -- Vendor Information

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A 19:44A-20.26 and as represented by the Instructions accompanying this form.

Printed Name _____

Title:

Title: President

Disclosure requirement: Pursuant to N.J.S.A. 19:44-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit. **If your response is N/A or NONE please write same hereunder -- blank sections will be returned as incomplete**

[illegible]

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A 19:44A-20.26

Page: Of:

Vendor Name:

[illegible]

STOCKHOLDER/INTEREST HOLDER DISCLOSURE CERTIFICATION

Name of Business: FLANAGAN'S CONTRACTING GROUP INC

☒ I certify that the list below contains the names and home addresses of all stockholders and/or interest holders which hold 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder and/or interest holder owns 10% or more of the issued and outstanding stock and/or interests of the undersigned

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership
Partnership

☐ Limited Liability Corporation

☐ Limited Liability

☒ Subchapter S Corporation

Sign and notarize the form below, and, if necessary complete the stockholder list below.

Stockholders / Interest Holders:

Name: <u>Robert J. FLANAGAN</u>	Name: <u>Rogee P. FLANAGAN</u>
Home Address: <u>203 Beechwood Ave</u> <u>Middlesex NJ 08846</u>	Home Address: <u>3 Curtis Drive</u> <u>Remington NJ</u>
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me on this 8th day of June, 2016

(Notary Public)

My commission expires

Christine Flanagan
CHRISTINE FLANAGAN
NOTARY PUBLIC OF NEW JERSEY
ID # 2056115
My Commission Expires 2/3/2019

(Affiant)

Robert J. Flanagan
(Print name & title of affiant) President

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPURTUNITY LANGUAGE

N.J.S.A 10: 5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor or workers' representative of the contractor's commitments under this act and shall post copies of this notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes

and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C 17:27.

Pursuant to New Jersey Executive Order No. 151, of Friday, August 28, 2009 contractors should be advised of the following:

It is the policy of the City of Hoboken that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the City of Hoboken to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the City of Hoboken's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the City of Hoboken's contract with the contractor. Payment may be withheld from a contractor's for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but not limited to:

- 1.) The contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCentralNJ>
- 2.) The Contractor shall keep specific records of its efforts, including specific numbers of minorities and women
- 3.) The contractor shall actively solicit and shall provide the City of Hoboken with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
- 4.) The Contractor shall provide evidence of efforts described at 2 above to the City of Hoboken no less frequently than once every 12 months.
- 5.) The Contractor shall comply with the requirements set forth at N.J.A.C 17:27